



**CITY OF WESTFIELD, IN**  
**Board of Public Works\_Meeting\_Agenda\_03\_24\_2021**

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Wednesday, March 24, 2021 at 01:00 PM

**BOARD OR COMMISSION:** Board of Public Works and Safety

**MEETING DATE:** Wednesday, March 24, 2021 at 01:00 PM

**MEETING PLACE:** Virtual Conference Call

***THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY***

**AGENDA ITEMS**

**Action Item #1:**

**Approval of Additions or Changes to Posted Agenda**

**Meeting Minutes Consideration for Approval**

**Action Item #2:**

**Approval of February 24, 2021 Minutes**

**Documents:** [Minutes - February 24, 2021](#)

**Bid Approval**

**NONE**

**Construction Standards & Specifications Changes**

**NONE**

**Change Orders**

**NONE**

**Contracts/Agreements**

**Action Item #3:**

**Interlocal Agreement Hamilton County/City of Westfield - Bond Refinancing**

**Documents:** [Interlocal Agreement](#) | [Westfield Common Council Memo](#) | [BPW Westfield Interlocal](#)

**Action Item #4:**

**White River Alliance & City of Westfield – MS4 Permit**

**Documents:** [Regional MS4 Professional Services Letter](#)

**Action Item #5:**

**Brightview & City of Westfield - Brightview Addendum**

**Documents:** [Brightview Attachment 1](#)

**Action Item #6:**

**MS4 Annual Report**

**Documents:** [MS4 Annual Report](#) | [MS4 Report Attachments A Through D](#)

**Action Item #7:**

**Lennar Homes of Indiana & City of Westfield – Westgate Road Impact Fee Credit Agreement**

**Documents:** [Westgate RIF Agreement](#)

**Action Item #8:**

**Signing Authority: 2021 Concrete Patching - Goods & Services Contract**

**Documents:** [Signing Authority: 2021 Concrete Patching](#)

**Action Item #9:**

**Signing Authority: 2021 Crack Sealing - Goods & Services Contract**

**Documents:** [Signing Authority: 2021 Crack Sealing](#)

**Action Item #10:**

**Signing Authority – 169th Street Crossing Project**

**Documents:** [Signing Authority - 169th Street Crossing Project](#)

**Action Item #11:**

**WSP USA & City of Westfield - ROW Acquisition Supplementary Services in Downtown Westfield**

**Documents:** [WSP Task Order Agreement](#)

**Action Item #12:**

**WSP USA & City of Westfield - Jersey Street Extension ROW Acquisition Services**

**Documents:** [WSP Task Order Jersey Street](#)

**Action Item #13:**

**Right of Way Purchase - Westfield, LLC parcel also known as Sakrete - Extending the Monon/Midland Loop Trail Across Frontage of Parcel**

**Documents:** [Agreement](#)

**Agreements and/or Memorandum of Understanding (MOU)**

**NONE**

**Hometown Heroes**

**Action Item #14:**

**Nick Southerland Application**

## **Proposal**

### **Action Item #15:**

**A&F Engineering & City of Westfield – 191st Street & Shady Nook**

**Documents:** [Proposal - Intersection Improvement](#)

### **Action Item #16:**

**GAI Consultants – John Edwards Ditch Trail Gap PE Services**

**Documents:** [Fee Proposal - Springmill Road Over John Edwards Ditch](#)

## **Permit Approval**

### **Action Item #17:**

**Encroachment Application: Duke Energy - 156th Street & Towne Road**

**Documents:** [Encroachment Application](#)

## **Consent Agenda**

**Carey Road Pedestrian Refuge Project – Cover Page Signatures**

**Documents:** [Signature Cover Page](#)

**March Bond Information**

**Documents:** [Bond List - March](#)

## **Department Reports**

**Fire**

**Police**

**Documents:** [WPD February Report](#)

**Public Works**

## **THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY February 24, 2021**

The Westfield Board of Public Works and Safety met on February 24, 2021 via conference call. Present were Randy Graham, Jim Ake, Kim Strang, Deputy Clerk and Chou-il Lee, representing legal counsel.

Randy Graham called the meeting to order at 1:00 PM

### **AGENDA ITEMS:**

#### **Action Item #1: Meeting Minutes Consideration for Approval:**

Randy Graham made the motion to approve the January 27, 2021 meeting minutes as presented. Jim Ake seconded. Vote: Yes-2; No-0. Motion carries.

### **CONTRACTS/AGREEMENTS**

#### **Action Item #2: GAI Consultants & City of Westfield-171<sup>st</sup> & Carey RAB Supplemental 1**

Johnathon Nail presented stating the original agreement included ROA acquisition which was not needed. Lighting to the project is being added. There is still \$4,960.00 being credited back to the City on this agreement.

Randy Graham made the motion to approve the supplemental agreement as presented. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

#### **Action Item #3: Station 81 Relocation Project-Technical Review Committee Members**

Chief Reed presented stating in order to be compliant with code, a technical review team needed to be formed for the Station 81 relocation project.

Jim Ake made the motion to approve the committee members. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

### **QUOTES**

#### **Action Item #4: Signworks & City of Westfield-Bi-Annual Review & Inspection-Totem & Bridge Gateway**

Jeremy Lollar presented stating this is for the bi-annual review and inspection of the 146<sup>st</sup> St. totem and bridge gateway. This is a one- year contract for \$3,750.

Randy Graham made the motion to approve the inspection agreement with legal making final contract language changes. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

## **PERMIT APPROVAL**

### **Action Item #5: Encroachment Application: Duke Energy-Along Oak Road from 161<sup>st</sup> Street to Maple Ridge Road**

Adam Essex presented stating this is a continuation of the upgrading Duke is doing throughout the city. There will be 21 three phase poles (14 poles are existing-7 additional) located to the back part of the ROA from 161<sup>st</sup> to Maple Ridge Road.

Jim Ake made the motion to approve the encroachment application. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

## **CONSENT AGENDA:**

**Conflict of Interest-Abney-** Chief Rush detailed

**WPD-Approval to promote Officers Devon Cornwell, Michael Wheeler, Charles Nichols and Song Kang, to rank of Sergeant-** Chief Rush

**WPD-Approval to give two conditional offers of employment.** -Chief Rush

**Right-of Entry Agreement-City of Westfield & White Construction**

**February Bond Information**

Randy Graham made the motion to approve the consent agenda. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

## **DEPARTMENT REPORTS:**

Fire- No Report (Chief Reed asked to hold until next month)

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried. The meeting was adjourned at 1:29 PM

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Deputy Clerk-Treasurer

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Board of Public Works and Safety



White River Alliance  
1052 Woodlawn Ave.  
Indianapolis, IN 46203  
[www.thewhiteriveralliance.org](http://www.thewhiteriveralliance.org)

March 3, 2021

Wes Rood  
City of Westfield  
2706 E 171st St  
Westfield, IN 46074-9734

**RE: Regional MS4 Public Education and Public Involvement Program**

Dear Mr. Rood,

This Professional Services Letter will serve as a written understanding of the services to be provided by the White River Alliance (herein referred to as the Alliance) to the City of Westfield in support of the City of Westfield's MS4 permit requirements for Minimum Control Measures (MCMs) 1 and 2, Public Education and Public Involvement (in accordance with 327 IAC 15-13 (Rule 13)).

Services provided by the Alliance are not intended to and do not substitute for the City of Westfield's responsibility to meet its applicable permit requirements for these MCMs. However, the Alliance's services are intended to greatly benefit the City of Westfield in meeting these requirements. Services will supplement your local program and help leverage other participating MS4 resources for implementation of a complementary regional program.

Services will be performed by the Alliance's contracted professionals. Most, if not all services will be performed by Alliance-contracted professionals under this agreement unless otherwise specifically discussed and agreed to during a routine Alliance Education Committee meeting.

This Agreement will terminate on December 31, 2021. If available funds within each category have not been fully utilized by this date, the funds will be forwarded to the next year's budget and a subsequent agreement will be negotiated among the participating MS4s as to how the money should be allocated. If a participating MS4 opts out of the program for any reason, funds will be forfeited to the Alliance. Fees will not be prorated within the calendar year or refundable. Participating MS4s have a right to use products for as long as they have an active agreement with the Alliance or the funds from a previous agreement are spent. The Agreement can be renewed with amended deliverables throughout the year and in subsequent years as new programming and/or funding opportunities arise.

At the time of this letter, the regional program is expected to garner financial commitments and revenue totaling \$72,000. This amount includes program fees from participating MS4s and anticipated registration fees and sponsorships from training workshops. If other MS4s join this regional effort over the course of the year, their funds would also be used to help increase services and/or products, or expand the reach of program delivery into other MS4 jurisdictions. Decisions and recommendations regarding the development of materials, messaging, and overall program direction will be led by a committee of participating MS4 representatives (including the City of Westfield) and other at-large

Alliance members as appropriate. This Education Committee will meet as needed throughout 2021, but no less than quarterly.

The 2021 Program may evolve based on the advancement of partnerships and complementary programs, such as the *Clear Choices Clean Water* Sponsorship program. As the Alliance's MS4 Public Education and Involvement Program evolves throughout the year, adjustments to the exact allocation of funds spent on individual tasks may need to shift. Any adjustments will require future discussion with committee members. Decisions about adjustments (shifts of funds between tasks outlined below) will be made by a simple majority of members present at the appropriate Education Committee meeting. At least 30 days' notice will be provided to members of any meetings that involve budget adjustment discussions.

At a minimum, the Alliance's 2021 **Regional MS4 Public Education and Public Involvement Program** will provide the following tasks within the designated timeframe:

**COORDINATE AND DELIVER 2021 TRAINED INDIVIDUAL CONTRACTORS WORKSHOP**

Budget for Item 1: \$26,900

Activities include online Advanced Training recertification short program for early in the year, and refinement of Basic Training materials for online course later in 2021

Delivery: Spring 2021; Winter 2021

**COORDINATE AND DELIVER 2020 STORMWATER LANDSCAPE MANAGEMENT TRAINING PROGRAM**

Budget for Item 2: \$23,500

Activities include refinement of existing content to develop online introductory training; development of inspection and maintenance practice videos

Delivery: December 31, 2021

**CLEAR CHOICES CLEAN WATER ADVANCEMENT AND IMPLEMENTATION**

Budget for Item 3: \$12,240

Manage routine communications and materials, partner collaboration, increased integration into MS4 venues, and website administration including local campaign and data management

Delivery: Ongoing throughout 2020

**PROGRAM COORDINATION/ADMINISTRATION**

Budget for Item 5: \$9180

Activities will include coordination of Education Committee meetings; activity tracking, final report, and future planning; and participation in MS4 Annual Meeting.

Delivery: Ongoing throughout 2020

**ADDITIONAL SERVICES INCLUDED AS PART OF ALLIANCE MEMBERSHIP**

Budget for Items 6-10: No fee since items funded via dues or other funding sources.

**Item 6:** Promotion of local events to larger audiences via the Alliance's various communication mechanisms.

**Items 7:** Grant writing and sponsorship/partnership development; including use of not-for-profit status for grants.

**Item 8:** Materials, tools, studies, and resources developed as part of grants, committee work, and activities or research with partners.

**Item 9:** MS4s will be provided notice and opportunities to coordinate their local efforts with the White River Alliance Events, including the White River Festival (2021 Paddle Days), Indiana Water Summit, and/or RAFT volunteer sampling events.

**Item 10:** MS4s will have the opportunity to request assistance from coordination staff in the purchase of additional products and services à la carte (via separate agreement), to include area-specific walkable maps, table top storm drain model, *Clear Choices* promotional materials, and event staffing.

The City of Westfield, having paid the fees outlined below in Table 1 of this letter to compensate for time and material resources associated with the above listed Items, therefore maintains active membership in the White River Alliance through payment of Alliance dues.

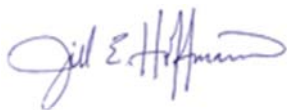
**Table 1: Coordinated MS4 Program Fees - Year 12 (2021)**

|                              | <b>MCM 1 &amp; 2 Program<br/>Fee (pop. based)</b> | <b>Cost of UWRWA<br/>Membership</b> | <b>Total Financial<br/>Commitment</b> |
|------------------------------|---------------------------------------------------|-------------------------------------|---------------------------------------|
| Population < 5000            | 1000                                              | \$500                               | \$1,500                               |
| Population 5,000 - 15,000    | 3000                                              | \$1,000                             | \$4,000                               |
| Population 15,001 - 50,000   | 6000                                              | \$1,000                             | \$7,000                               |
| Population 50,001 - 100,000  | 9,000                                             | \$1,000                             | \$10,000                              |
| Population 100,001 - 250,000 | 15,000                                            | \$2,000                             | \$17,000                              |
| Population 250,001 - 500,000 | 40,000                                            | \$5,000                             | \$45,000                              |
| Population >500,000          | 55,000                                            | \$5,000                             | \$60,000                              |

The White River Alliance continues to deliver a comprehensive, nationally-recognized public education program. To do so, we must expand upon our existing accomplishments: avail ourselves of local outreach opportunities, continue to develop, build support for, and advance the 'Trained Individual' program and landscaping/HOA workshop, and capitalize on newly refined *Clear Choices* website and Local Campaigns feature by identifying partner organizations and new target audiences through whom we can extend our pledge messages. As we do so, we will look to our local partners, such as the City of Westfield, to help us understand the needs of their specific local audiences, and we will rely on them to ensure local implementation of the program's projects. Thank you for your vision and collaboration as we work to make notable strides in water quality in central Indiana through planning, education, and awareness!

We look forward to delivering a great program and growing our partnership with the City of Westfield and other key White River Watershed stakeholders.

Sincerely,



Jill Hoffmann, Executive Director  
White River Alliance

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Signature of Participating MS4

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Title

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Printed Name

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Date



## INVOICE

**Date** 3/3/2021 **Invoice #** WRA2021\_MS4\_008

**Terms** **Due Date**  
Upon Receipt

**Bill To:**  
Wes Rood  
City of Westfield  
2706 E 171st St  
Westfield, IN 46074

| Description                      | Total Value | Billed to Date | Due        |
|----------------------------------|-------------|----------------|------------|
| 2021 Upper White Membership Dues |             |                | \$1,000.00 |
| 2021 Regional MS4 Program Dues   |             |                | \$6,000.00 |

|                          |                   |           |
|--------------------------|-------------------|-----------|
| <b>CURRENT TOTAL</b>     | \$7,000.00        |           |
| PREVIOUS BALANCE         |                   |           |
| <b>TOTAL BALANCE DUE</b> | <b>\$7,000.00</b> | THANK YOU |

**Attachment 1**

As stated in Paragraph C. Amendment, and Section 23, Entire Agreement of the agreement between Brightview and the City of Westfield dated July 26<sup>th</sup>, 2016, this agreement is being modified to include the attached “2021 City of Westfield Additions” dated February 2021.

Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

Additions:

- Streets = \$20,487.00

Contracting Party:  
City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

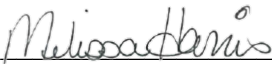
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Vendor:  
BrightView. LLC  
10665 Andrade Drive  
Zionsville, Indiana 46077

  
\_\_\_\_\_  
Signature

Melissa Harris  
\_\_\_\_\_  
Printed Name

VP/GM  
\_\_\_\_\_  
Title

2/26/21  
\_\_\_\_\_  
Date

**ADDITIONS**

| CITY OF WESTFIELD |                                | OCC. | NOTES                                            | \$           |
|-------------------|--------------------------------|------|--------------------------------------------------|--------------|
| NEW               | 175th St.                      | 18   |                                                  | \$ 366.00    |
|                   | 161st St. + Oakridge Rd. RAB   | 26   | Add Spring Ops, Bed Weed Control, Pruning, & FCU | \$ 1,631.00  |
|                   | 186th St.                      | 26   | 2 turf rounds                                    | \$ 8,926.00  |
|                   | 186th St. + GP Blvd RAB        | 26   | Add Spring Ops, Bed Weed Control, Pruning, & FCU | \$ 1,896.00  |
|                   | 191st St Barn                  | 18   |                                                  | \$ 1,044.00  |
|                   | Dean Rd.                       | 18   |                                                  | \$ 442.00    |
|                   | Ditch Rd. + Somerville Dr. RAB | 26   | 2 turf rounds                                    | \$ 185.00    |
|                   | Greyhound Pass                 | 18   |                                                  | \$ 515.00    |
|                   | Hwy 32 + Gurley                | 18   |                                                  | \$ 140.00    |
|                   | Midland Trail + Gunther        | 18   |                                                  | \$ 33.00     |
|                   | S. Union @ Hamilton Sq.        | 18   |                                                  | \$ 180.00    |
|                   | Sun Park Dr.                   | 18   |                                                  | \$ 90.00     |
|                   | W. Park St.                    | 18   |                                                  | \$ 38.00     |
|                   | Westfield Blvd.                | 18   | 2 turf rounds                                    | \$ 4,382.00  |
|                   | Westfield Business Park Ct.    | 18   |                                                  | \$ 555.00    |
|                   | Westfield Park Rd.             | 18   |                                                  | \$ 64.00     |
|                   |                                |      |                                                  | \$ 20,487.00 |



BrightView 

Inspiring People. Nurturing Landscapes.

# CITY OF WESTFIELD

## 2021 ADDITIONS

FEBRUARY 2021



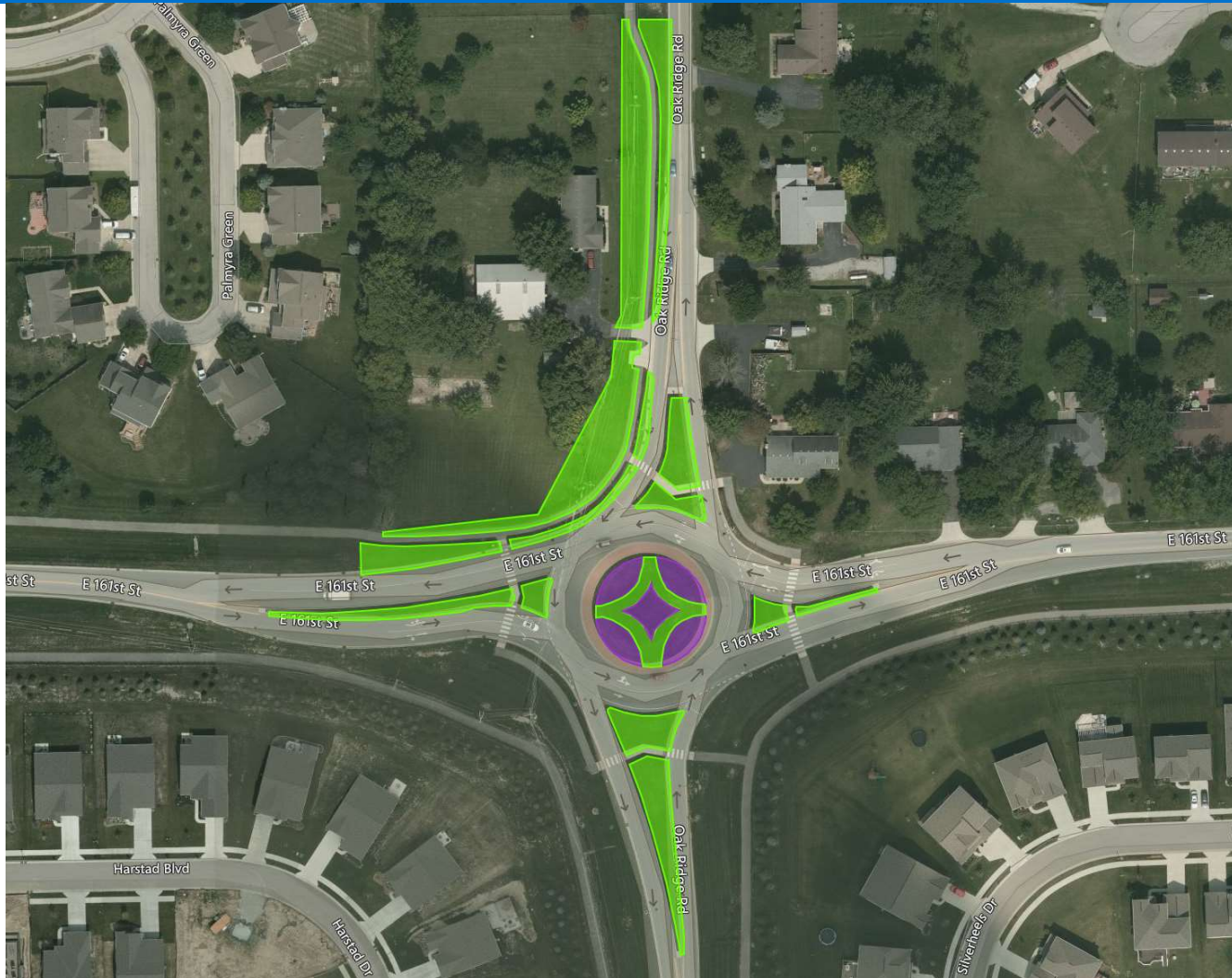
# ADDITIONS

| CITY OF WESTFIELD |                                | OCC. | NOTES                                            | \$                  |
|-------------------|--------------------------------|------|--------------------------------------------------|---------------------|
| NEW               | 175th St.                      | 18   |                                                  | \$ 366.00           |
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|                   | 191st St Barn                  | 18   |                                                  | \$ 1,044.00         |
|                   | Dean Rd.                       | 18   |                                                  | \$ 442.00           |
|                   | Ditch Rd. + Somerville Dr. RAB | 26   | 2 turf rounds                                    | \$ 185.00           |
|                   | Greyhound Pass                 | 18   |                                                  | \$ 515.00           |
|                   | Hwy 32 + Gurley                | 18   |                                                  | \$ 140.00           |
|                   | Midland Trail + Gunther        | 18   |                                                  | \$ 33.00            |
|                   | S. Union @ Hamilton Sq.        | 18   |                                                  | \$ 180.00           |
|                   | Sun Park Dr.                   | 18   |                                                  | \$ 90.00            |
|                   | W. Park St.                    | 18   |                                                  | \$ 38.00            |
|                   | Westfield Blvd.                | 18   | 2 turf rounds                                    | \$ 4,382.00         |
|                   | Westfield Business Park Ct.    | 18   |                                                  | \$ 555.00           |
|                   | Westfield Park Rd.             | 18   |                                                  | \$ 64.00            |
|                   |                                |      |                                                  | <b>\$ 20,487.00</b> |

# 175<sup>TH</sup> ST.



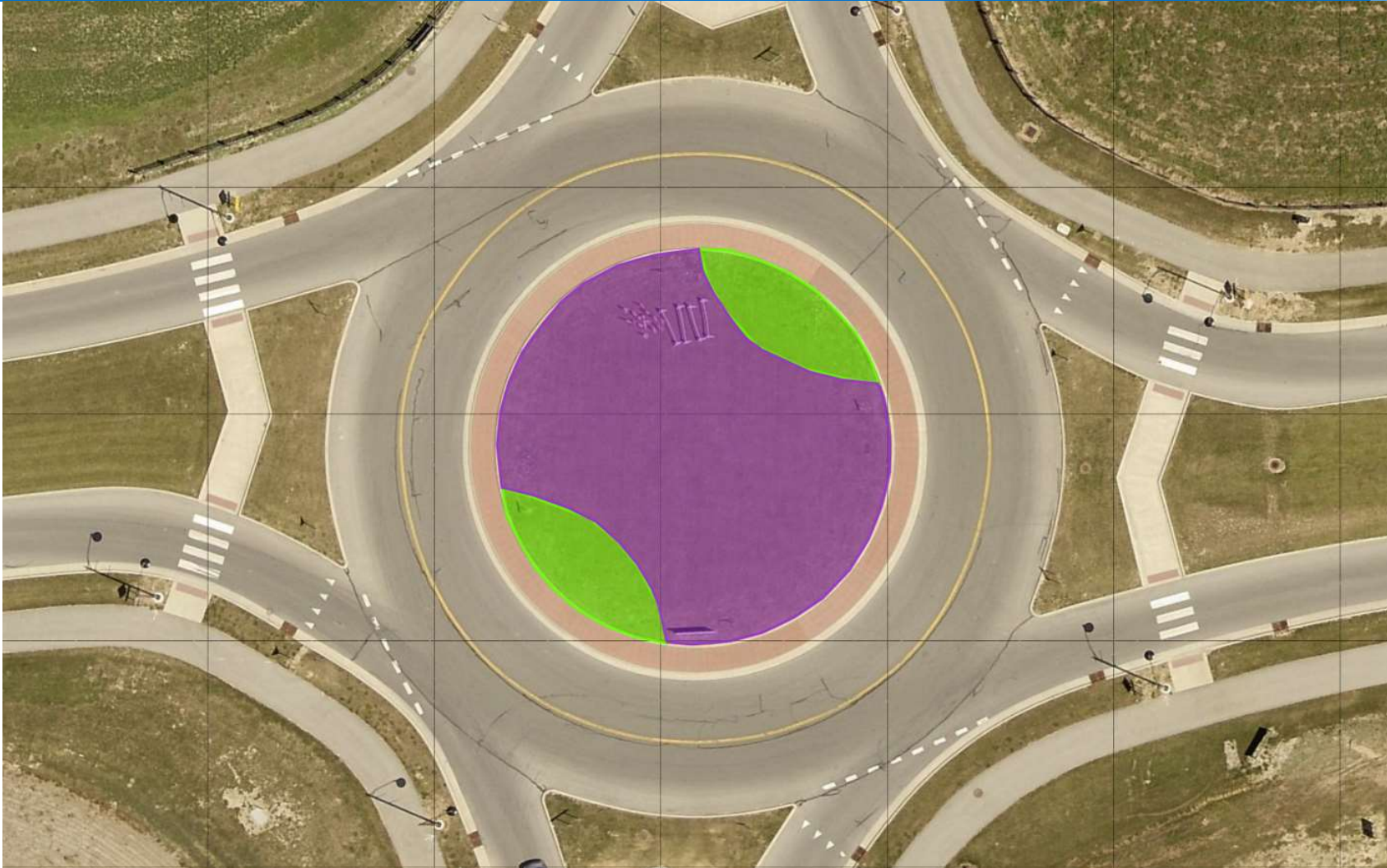
# 161<sup>ST</sup> ST. + OAKRIDGE RD. RAB



# 186<sup>TH</sup> ST. (SPRING MILL - WHEELER)



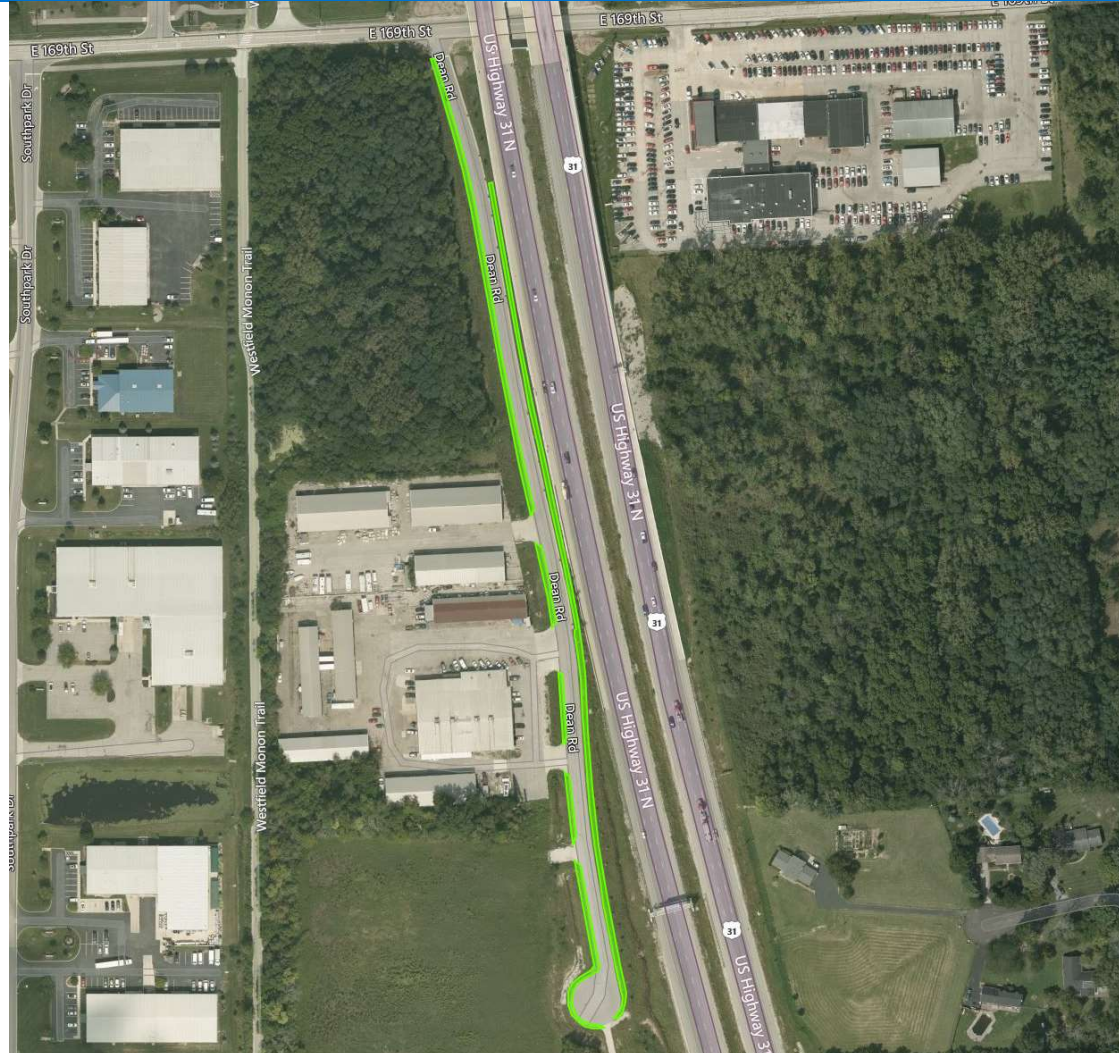
# 186<sup>TH</sup> ST. + GP BLVD. RAB



# 191<sup>ST</sup> ST. BARN



# DEAN RD.



# DITCH RD. + SOMERVILLE DR. RAB



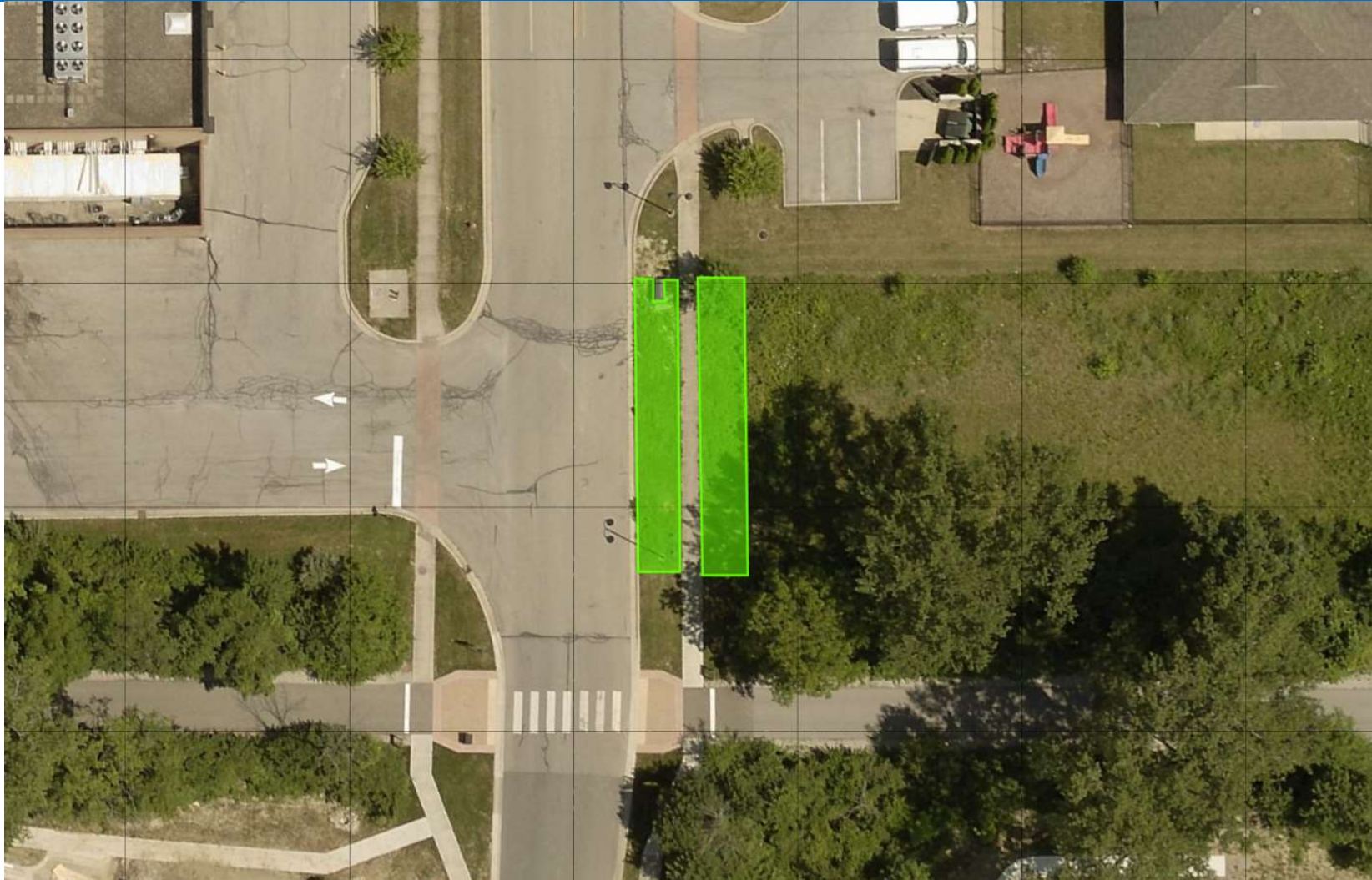
# GREYHOUND PASS



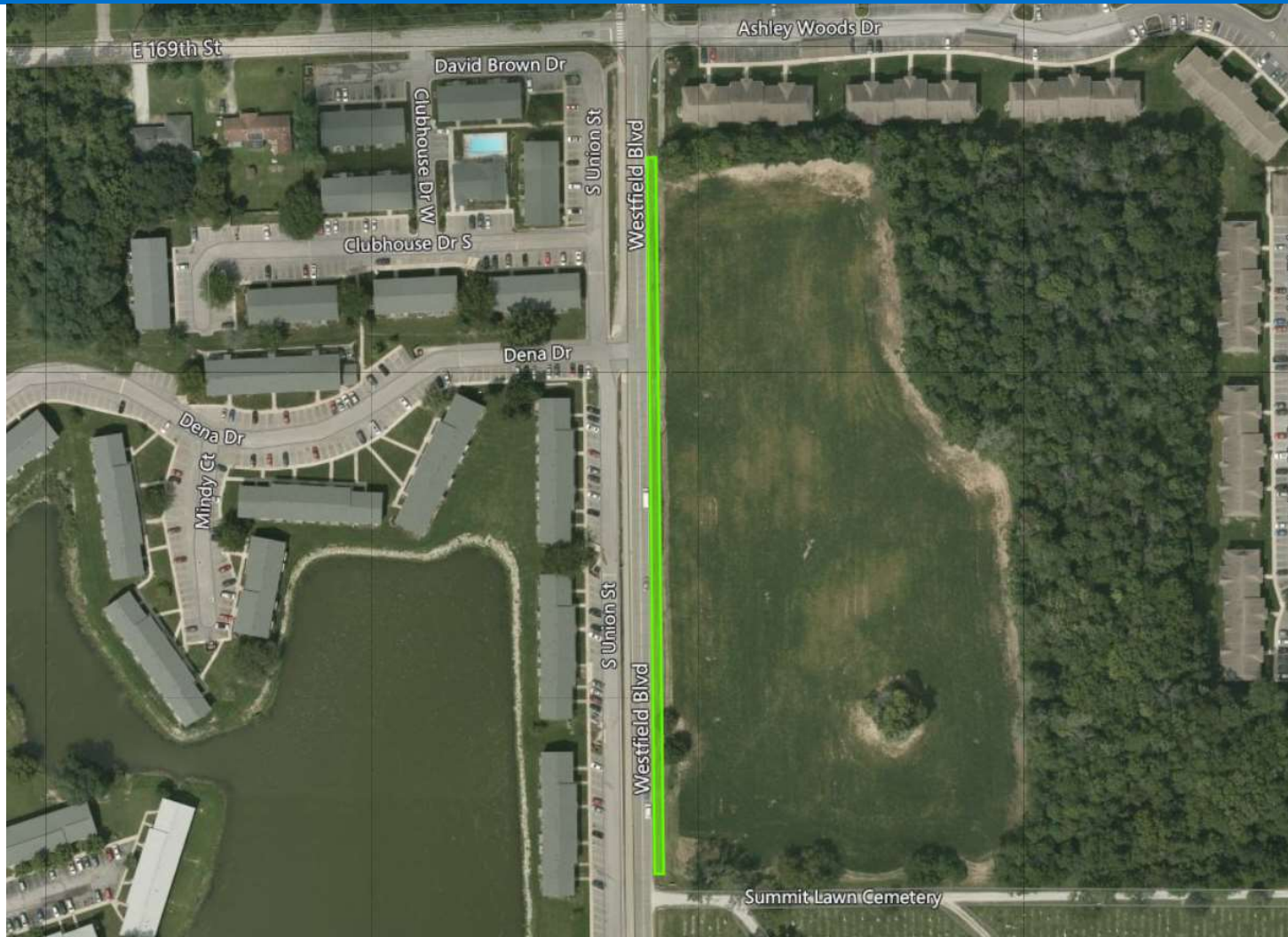
# HWY 32 + GURLEY ST.



# MIDLAND TRAIL + GUNTHER BLVD.



# S. UNION (@ HAMILTON SQ.)



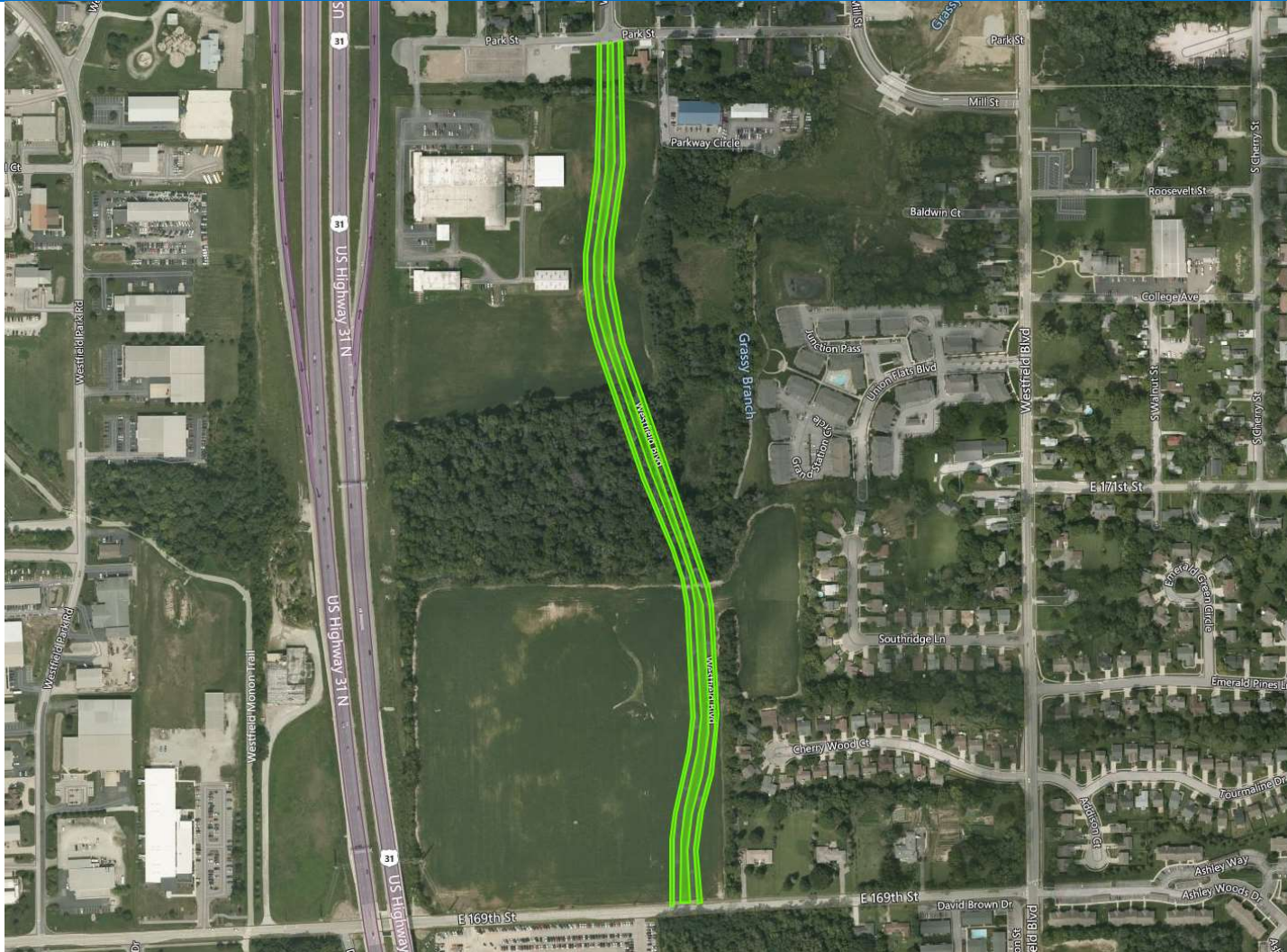
# SUN PARK DR.



# W. PARK ST.



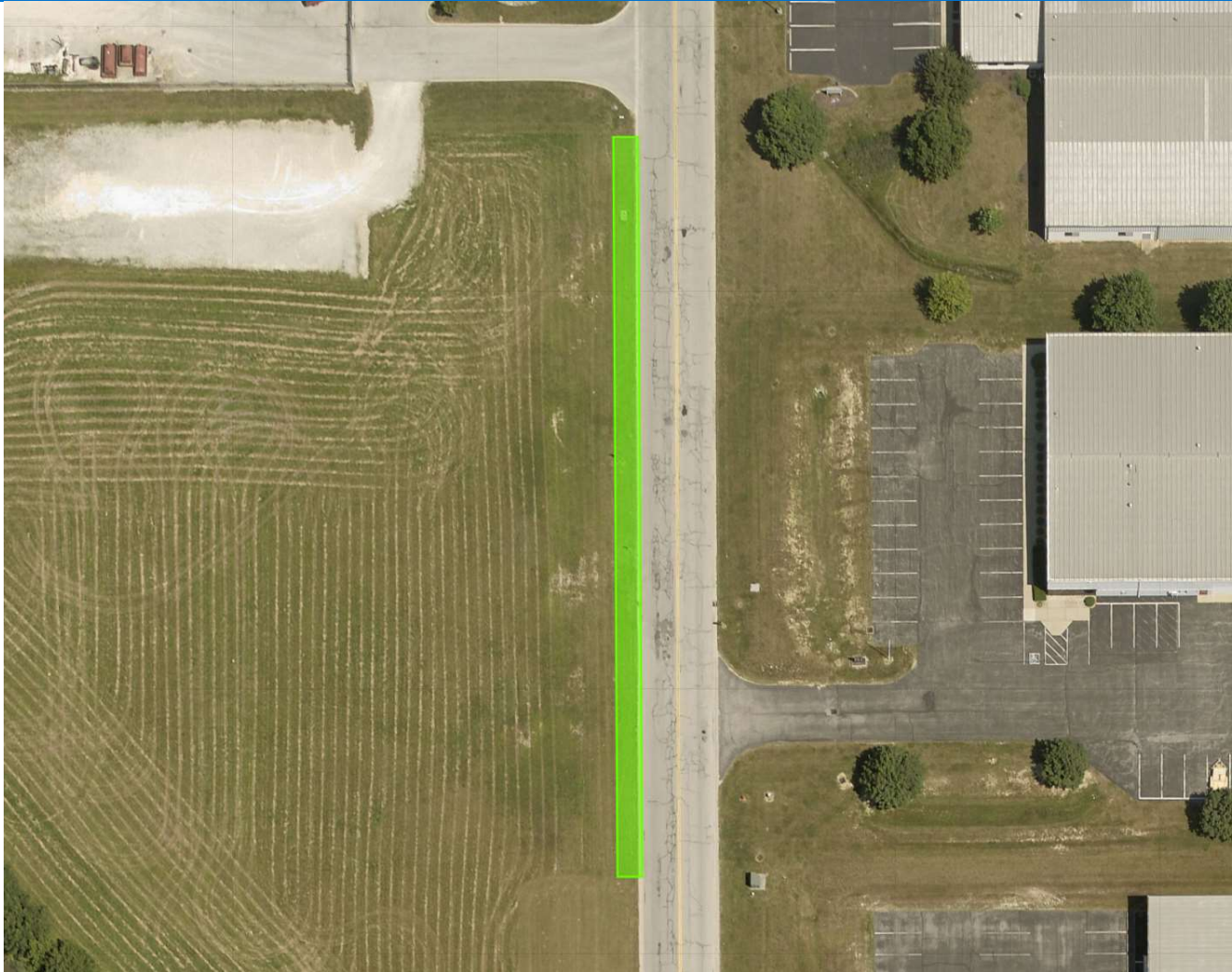
# WESTFIELD BLVD.



# WESTFIELD BUSINESS PARK CT.



# WESTFIELD PARK RD.



# THANK YOU





## PROFESSIONAL SERVICES TASK ORDER AGREEMENT

### WSP Agreement No. - 185360 Task Order No. 22

This Task Order No. 22 is made and entered into this \_\_\_\_<sup>th</sup> day of January, 2021, by and between the City of Westfield with offices at 2706 East 171<sup>st</sup> Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

### WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement") to provide Right of Way (ROW) Management services on a task order basis;

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

#### 1. Scope of Services

WSP shall perform the Services and provide the deliverables as set forth below:

Kitchen Table Meetings with up to 20 parcel owners that will be affected by the SR 32 Downtown Reconstruction Project. The meetings will be held to provide information to the parcel owners about the project and the right of way acquisition process.

#### 2. Schedule

WSP shall provide the services stated above in accordance with a schedule set forth below:

The meetings will be held during the months of February/March, 2021, as needed.

#### 3. Compensation

The Client shall compensate WSP for the performance of the services stated above, on an hourly basis with the rates provided herein for an estimated amount of \$6,805.00.

| Title                | Billable Rate | Estimated Hours | Total Cost |
|----------------------|---------------|-----------------|------------|
| Right of Way Manager | \$170.12      | 40              | \$6,805    |

**PROFESSIONAL SERVICES TASK ORDER AGREEMENT**

4. Both parties agree that this Task Order No. 22 shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 22 has been executed by Client and WSP, effective from the day and year first written above.

**City of Westfield**

**WSP USA, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeremy Lollar  
Director of Public Works

\_\_\_\_\_  
Kelli McNamara  
Area Manager

# PROFESSIONAL SERVICES TASK ORDER AGREEMENT

## WSP Agreement No. - 185360 Task Order No. 24

This Task Order No. 24 is made and entered into this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021, by and between the City of Westfield with offices at 2706 East 171<sup>st</sup> Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

### WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement") to provide Right of Way (ROW) Management services on a task order basis;

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

#### 1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth below:

Right of Way Acquisition Services for Jersey Street Extension with a total of 8 parcels. These services shall include: right-of-way management, appraising, buying and relocation services.

#### 2. **Schedule**

WSP shall provide the services stated above in accordance with a schedule set forth below:

|                              |                                           |
|------------------------------|-------------------------------------------|
| Appraisal Problem Analysis - | 10 days from Appraiser Notice to Proceed  |
| Appraising –                 | 60 days from Appraiser Notice to Proceed  |
| Review Appraising -          | 14 days from Appraiser Notice to Proceed  |
| Buying –                     | 35 days from Buyer Notice to Proceed      |
| Relocation -                 | 90 days from Relocation Notice to Proceed |

## PROFESSIONAL SERVICES TASK ORDER AGREEMENT

### 3. Compensation

The Client shall compensate WSP for the performance of the services stated above, on a unit rate basis, based on actual number of parcels managed and procured by WSP and the unit price rates provided herein for an estimated total amount of \$120,934.00.

| Title                                           | Unit<br>Rate per<br>parcel | # of<br>parcels | Total Cost |
|-------------------------------------------------|----------------------------|-----------------|------------|
| Right-of-Way Management                         | \$1,230                    | 8               | \$9,840    |
| Appraisal Problem Analysis                      | \$255                      | 8               | \$2,040    |
| Appraisal – Short Form Total Take w/Excess Land | \$5,180                    | 2               | \$10,360   |
| Appraisal – Short Form Total Take               | \$4,530                    | 1               | \$4,530    |
| Appraisal – Short Form                          | \$7,500                    | 2               | \$15,000   |
| Appraisal – Value Finding                       | \$1,930                    | 2               | \$3,860    |
| Waiver Valuation                                | \$680                      | 1               | \$680      |
| Review Appraisal – SF Total Take w/Excess Land  | \$2,455                    | 2               | \$4,910    |
| Review Appraisal – Short Form Total Take        | \$2,160                    | 1               | \$2,160    |
| Review Appraisal – Short Form                   | \$3,375                    | 2               | \$6,750    |
| Review Appraisal – Value Finding                | \$870                      | 2               | \$1,740    |
| Review Appraisal – Waiver Valuation             | \$410                      | 1               | \$410      |
| Buying - Permanent                              | \$2,030                    | 8               | \$16,240   |
| Relocation                                      | \$4,071                    | 10              | \$40,710   |
| Relocation – Personal Property Move Only        | \$1,704                    | 1               | \$1,704    |

4. Both parties agree that this Task Order No. 24 shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 24 has been executed by Client and WSP, effective from the day and year first written above.

**City of Westfield**

**WSP USA, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeremy Lollar  
Director of Public Works

\_\_\_\_\_  
Kelli McNamara  
Area Manager

# **Westfield Police Department**

## **Monthly Performance Measures Report**



### **Board of Public Works & Safety**

**February 2021**

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# Westfield Police Department

February 2021

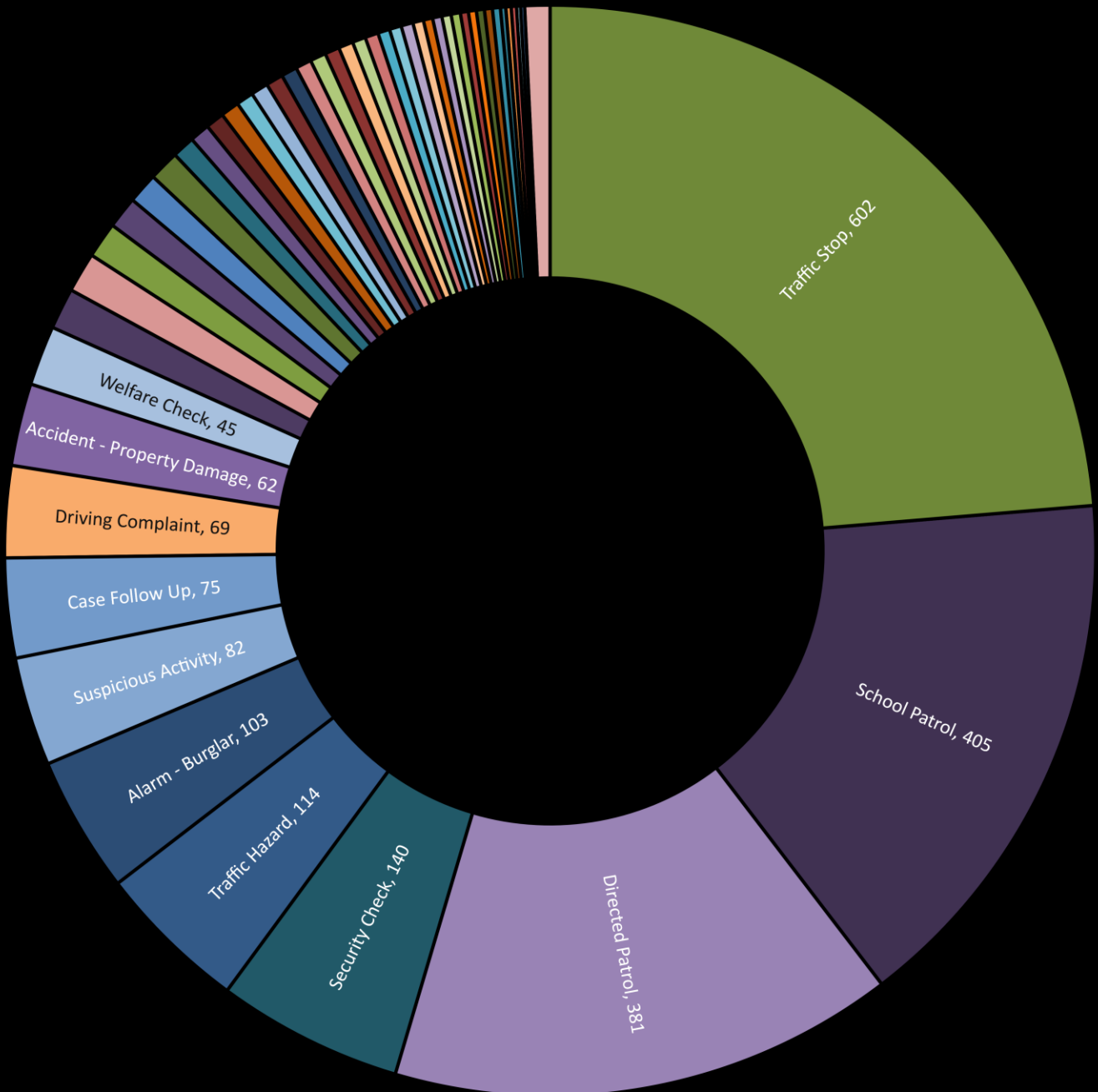
## Events by Nature

| Incident Type                      | Count     |
|------------------------------------|-----------|
| <b>911 Hang Up</b>                 | <b>23</b> |
| Abandoned Vehicle                  | 4         |
| <b>Abandonment</b>                 | <b>0</b>  |
| Abuse / Neglect                    | 0         |
| <b>Accident - Hit &amp; Run PD</b> | <b>7</b>  |
| Accident - Hit & Run PI            | 0         |
| <b>Accident - Other</b>            | <b>1</b>  |
| Accident - Property Damage         | 62        |
| <b>Accident - Personal Injury</b>  | <b>9</b>  |
| Accident - Sinking Vehicle         | 0         |
| <b>Accident - Unknown</b>          | <b>4</b>  |
| Accelerator Stuck                  | 0         |
| <b>Active Assailant</b>            | <b>0</b>  |
| Alarm - Other                      | 2         |
| <b>Alarm - Vehicle</b>             | <b>0</b>  |
| Alarm - Burglar                    | 103       |
| <b>Alarm - Hold Up</b>             | <b>13</b> |
| Animal Bite / Attack               | 2         |
| <b>Animal Complaint</b>            | <b>23</b> |
| Assist Fire                        | 31        |
| <b>Assist Other Department</b>     | <b>17</b> |
| Assist Public                      | 14        |
| <b>Battery</b>                     | <b>2</b>  |
| Bomb Device Found                  | 0         |
| <b>Bomb Threat</b>                 | <b>0</b>  |
| Burglary                           | 0         |
| <b>Carjacking</b>                  | <b>0</b>  |
| Case Follow Up                     | 75        |
| <b>Child Seat Inspection</b>       | <b>0</b>  |
| Civil Dispute                      | 10        |
| <b>Criminal Mischief</b>           | <b>12</b> |
| Damage to Property                 | 0         |
| <b>Death Investigation</b>         | <b>1</b>  |
| Directed Patrol                    | 381       |
| <b>Disturbance</b>                 | <b>13</b> |
| Driving Complaint                  | 69        |
| <b>Drug Complaint</b>              | <b>3</b>  |
| Drug Lab                           | 0         |
| <b>Escort</b>                      | <b>0</b>  |
| Fight                              | 0         |
| <b>Firearms Shots Fired</b>        | <b>2</b>  |
| Found / Lost Property              | 6         |
| <b>Found Person</b>                | <b>0</b>  |
| Fraud Prescription                 | 0         |
| <b>Fraud / Deception</b>           | <b>27</b> |
| Harassment                         | 15        |
| <b>Intoxicated Person</b>          | <b>6</b>  |

|                                   |             |
|-----------------------------------|-------------|
| <b>Investigation</b>              | <b>6</b>    |
| Juvenile Complaint                | 13          |
| <b>K9 Detail</b>                  | <b>0</b>    |
| Kidnapping                        | 0           |
| <b>Lock Out</b>                   | <b>30</b>   |
| Loud Party                        | 0           |
| <b>Mental Emotional - Violent</b> | <b>1</b>    |
| Mental Person                     | 7           |
| <b>Miscellaneous</b>              | <b>9</b>    |
| Missing Person                    | 3           |
| <b>Missing Person - PLS</b>       | <b>0</b>    |
| Nuisance                          | 2           |
| <b>Ordinance Misc.</b>            | <b>8</b>    |
| Parking Complaint                 | 12          |
| <b>Physical Disturbance</b>       | <b>14</b>   |
| Product Contamination             | 0           |
| <b>Reckless Activity</b>          | <b>2</b>    |
| Road Rage                         | 6           |
| <b>Robbery</b>                    | <b>0</b>    |
| Runaway                           | 0           |
| <b>School Patrol</b>              | <b>405</b>  |
| Security Check                    | 140         |
| <b>Sex Offense</b>                | <b>6</b>    |
| Shooting                          | 0           |
| <b>Solicitor</b>                  | <b>0</b>    |
| Special Detail                    | 0           |
| <b>Stabbing</b>                   | <b>0</b>    |
| Suicide                           | 0           |
| <b>Suspicious Activity</b>        | <b>82</b>   |
| Suspicious Package                | 0           |
| <b>Test</b>                       | <b>0</b>    |
| Theft                             | 12          |
| <b>Theft - From a Vehicle</b>     | <b>10</b>   |
| Theft - of a Vehicle              | 7           |
| <b>Threat to Life</b>             | <b>2</b>    |
| Threatening Suicide               | 9           |
| <b>Tow Release</b>                | <b>11</b>   |
| Traffic Hazard                    | 114         |
| <b>Transport</b>                  | <b>0</b>    |
| Trespassing                       | 11          |
| <b>Traffic Stop</b>               | <b>602</b>  |
| Unknown Call for Police           | 1           |
| <b>VIN Check</b>                  | <b>24</b>   |
| Wanted                            | 4           |
| <b>Warrant Service</b>            | <b>7</b>    |
| Weapons Complaint                 | 1           |
| <b>Welfare Check</b>              | <b>45</b>   |
| <b>Total</b>                      | <b>2543</b> |

Westfield Police Department  
February 2021

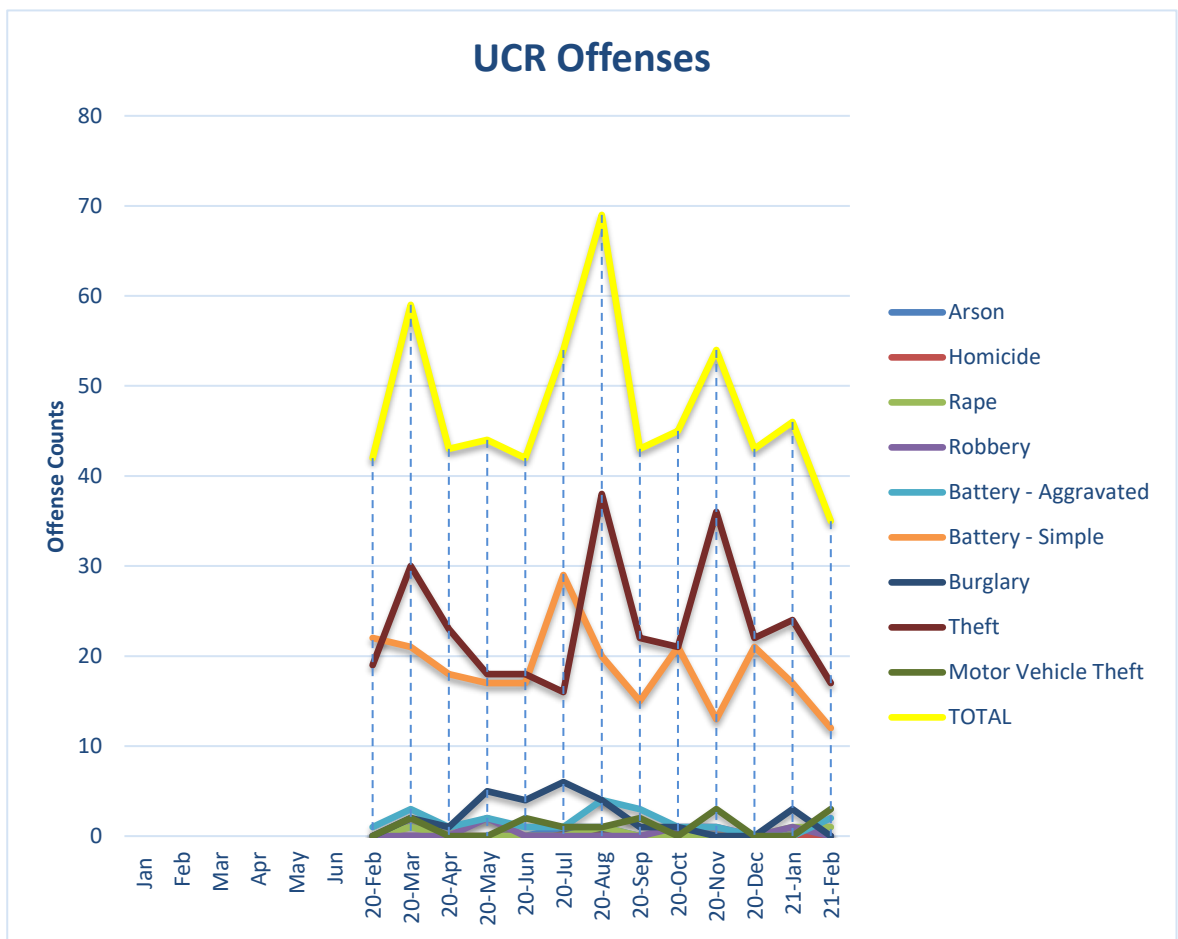
Monthly Events by Incident Type  
February 2021



Westfield Police Department  
February 2021

**UCR OFFENSES**

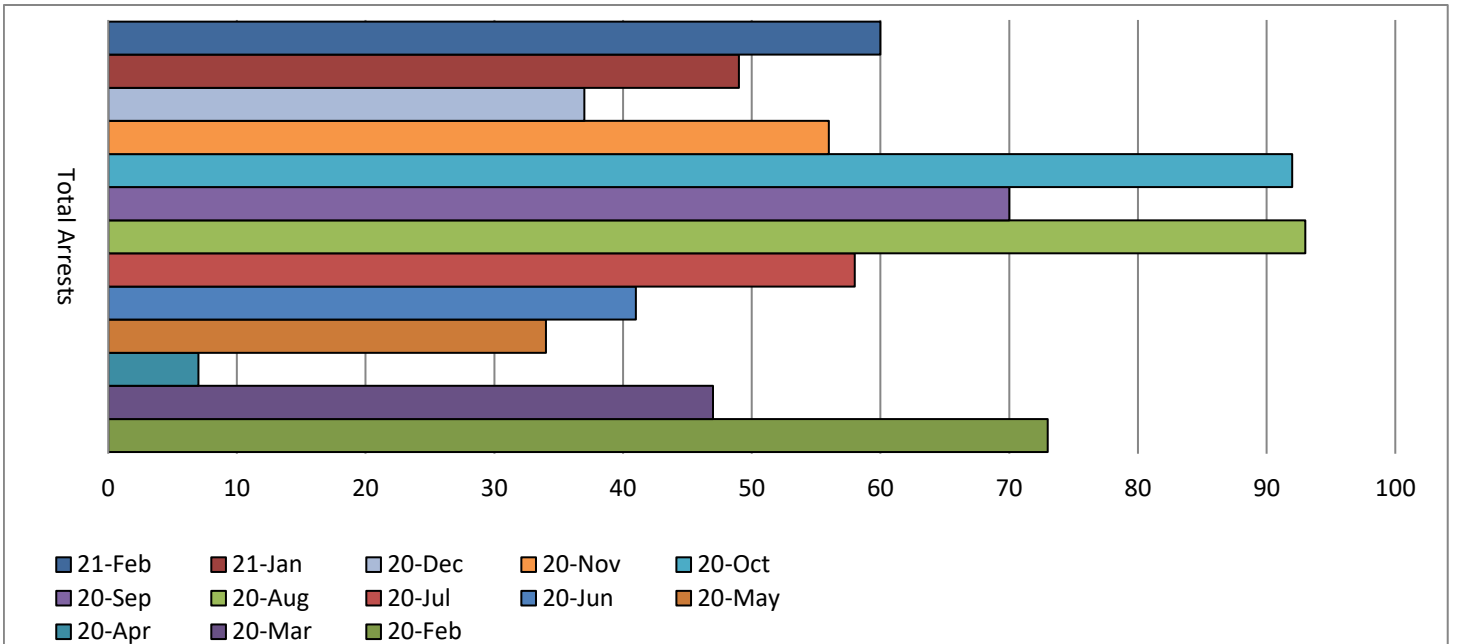
| OFFENSE              | 20-Feb    | 20-Mar    | 20-Apr    | 20-May    | 20-Jun    | 20-Jul    | 20-Aug    | 20-Sep    | 20-Oct    | 20-Nov    | 20-Dec    | 21-Jan    | 21-Feb    |
|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Arson                | 0         | 0         | 0         | 0         | 0         | 1         | 1         | 0         | 0         | 0         | 0         | 0         | 0         |
| Homicide             | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         |
| Rape                 | 0         | 1         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 1         | 1         |
| Robbery              | 0         | 0         | 0         | 2         | 0         | 0         | 0         | 0         | 1         | 1         | 0         | 1         | 0         |
| Battery - Aggravated | 1         | 3         | 1         | 2         | 1         | 1         | 4         | 3         | 1         | 1         | 0         | 0         | 2         |
| Battery - Simple     | 22        | 21        | 18        | 17        | 17        | 29        | 20        | 15        | 21        | 13        | 21        | 17        | 12        |
| Burglary             | 0         | 2         | 1         | 5         | 4         | 6         | 4         | 1         | 1         | 0         | 0         | 3         | 0         |
| Theft                | 19        | 30        | 23        | 18        | 18        | 16        | 38        | 22        | 21        | 36        | 22        | 24        | 17        |
| Motor Vehicle Theft  | 0         | 2         | 0         | 0         | 2         | 1         | 1         | 2         | 0         | 3         | 0         | 0         | 3         |
| <b>TOTAL</b>         | <b>42</b> | <b>59</b> | <b>43</b> | <b>44</b> | <b>42</b> | <b>54</b> | <b>69</b> | <b>43</b> | <b>45</b> | <b>54</b> | <b>43</b> | <b>46</b> | <b>35</b> |



# Westfield Police Department

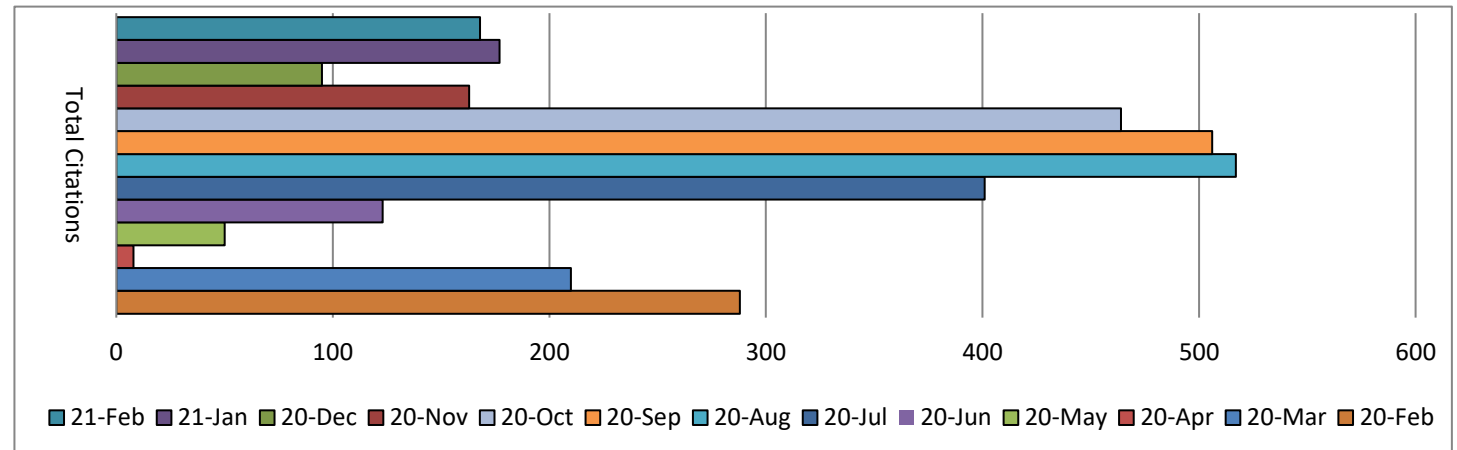
## February 2021

| Arrest Reports Taken  | 20-Feb    | 20-Mar    | 20-Apr   | 20-May    | 20-Jun    | 20-Jul    | 20-Aug    | 20-Sep    | 20-Oct    | 20-Nov    | 20-Dec    | 21-Jan    | 21-Feb    |
|-----------------------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Alcohol/ Drug Related | 20        | 20        | 1        | 8         | 18        | 20        | 25        | 17        | 34        | 18        | 18        | 26        | 26        |
| Felony Charges        | 15        | 21        | 2        | 13        | 23        | 36        | 34        | 41        | 36        | 22        | 19        | 29        | 44        |
| Misdemeanor Charges   | 80        | 79        | 9        | 35        | 79        | 78        | 99        | 67        | 104       | 48        | 41        | 71        | 75        |
| <b>Total Arrests</b>  | <b>73</b> | <b>47</b> | <b>7</b> | <b>34</b> | <b>41</b> | <b>58</b> | <b>93</b> | <b>70</b> | <b>92</b> | <b>56</b> | <b>37</b> | <b>49</b> | <b>60</b> |



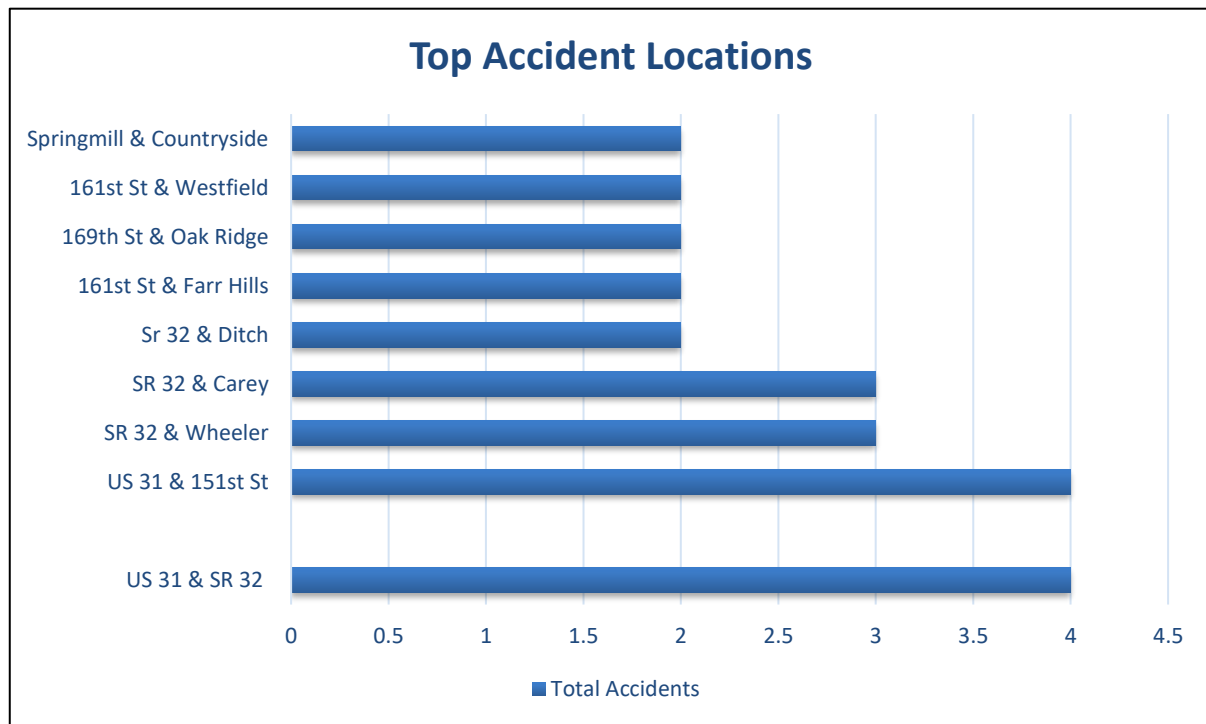
| Traffic                        | 20-Feb      | 20-Mar     | 20-Apr    | 20-May     | 20-Jun     | 20-Jul     | 20-Aug     | 20-Sep      | 20-Oct      | 20-Nov     | 20-Dec     | 21-Jan     | 21-Feb     |
|--------------------------------|-------------|------------|-----------|------------|------------|------------|------------|-------------|-------------|------------|------------|------------|------------|
| <b>Total Citations</b>         | <b>288</b>  | <b>210</b> | <b>8</b>  | <b>50</b>  | <b>123</b> | <b>401</b> | <b>517</b> | <b>506</b>  | <b>464</b>  | <b>163</b> | <b>95</b>  | <b>177</b> | <b>168</b> |
| <b>Total Written Warning</b>   | <b>1119</b> | <b>612</b> | <b>25</b> | <b>143</b> | <b>350</b> | <b>768</b> | <b>961</b> | <b>1224</b> | <b>1092</b> | <b>426</b> | <b>193</b> | <b>558</b> | <b>604</b> |
| <b>Total Traffic Accidents</b> | <b>45</b>   | <b>39</b>  | <b>25</b> | <b>39</b>  | <b>58</b>  | <b>50</b>  | <b>48</b>  | <b>49</b>   | <b>58</b>   | <b>48</b>  | <b>65</b>  | <b>45</b>  | <b>53</b>  |
| Property Damage                | 40          | 38         | 24        | 36         | 55         | 46         | 40         | 44          | 47          | 43         | 56         | 40         | 49         |
| Personal Injury                | 5           | 1          | 1         | 3          | 3          | 4          | 8          | 5           | 11          | 5          | 9          | 5          | 4          |
| Fatality                       | 0           | 0          | 0         | 0          | 0          | 0          | 0          | 0           | 0           | 0          | 0          | 0          | 0          |
| Hit and Run*                   | 3           | 4          | 3         | 3          | 8          | 6          | 8          | 4           | 3           | 8          | 7          | 5          | 4          |

\*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department  
February 2021

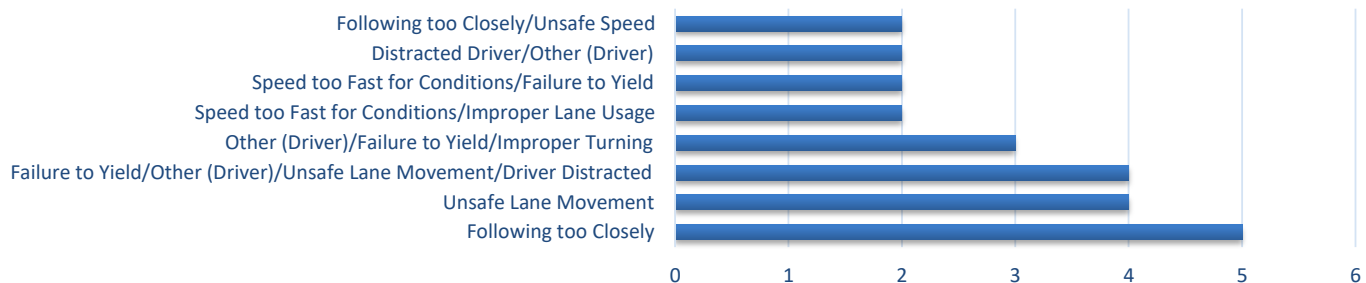
| Top Accident Locations   |                 |                                                                        |
|--------------------------|-----------------|------------------------------------------------------------------------|
| Accident Location        | Total Accidents | Primary Cause                                                          |
| US 31 & SR 32            | 4               | Failure to Yield/Other (Driver)/Unsafe Lane Movement/Driver Distracted |
| US 31 & 151st St         | 4               | Unsafe Lane Movement                                                   |
| SR 32 & Wheeler          | 3               | Following too Closely                                                  |
| SR 32 & Carey            | 3               | Other (Driver)/Failure to Yield/Improper Turning                       |
| Sr 32 & Ditch            | 2               | Following too Closely                                                  |
| 161st St & Farr Hills    | 2               | Speed too Fast for Conditions/Improper Lane Usage                      |
| 169th St & Oak Ridge     | 2               | Speed too Fast for Conditions/Failure to Yield                         |
| 161st St & Westfield     | 2               | Distracted Driver/Other (Driver)                                       |
| Springmill & Countryside | 2               | Following too Closely/Unsafe Speed                                     |



Westfield Police Department  
February 2021

| Primary Cause                                                          | Sum of Total Accidents |
|------------------------------------------------------------------------|------------------------|
| Following too Closely                                                  | 5                      |
| Unsafe Lane Movement                                                   | 4                      |
| Failure to Yield/Other (Driver)/Unsafe Lane Movement/Driver Distracted | 4                      |
| Other (Driver)/Failure to Yield/Improper Turning                       | 3                      |
| Speed too Fast for Conditions/Improper Lane Usage                      | 2                      |
| Speed too Fast for Conditions/Failure to Yield                         | 2                      |
| Distracted Driver/Other (Driver)                                       | 2                      |
| Following too Closely/Unsafe Speed                                     | 2                      |

**Sum of Total Accidents by Primary Cause, based on Top Accident Locations**



Westfield Police Department  
February 2021

Community Events

|        |                                                                           |
|--------|---------------------------------------------------------------------------|
| 2/8/21 | Crime Scene Investigation talk for Guerin Catholic Criminal Justice Class |
|        |                                                                           |
|        |                                                                           |
|        |                                                                           |
|        |                                                                           |



TRANSPORTATION ENGINEERING STUDIES • TRAFFIC IMPACT ANALYSES  
STREET DESIGN • HIGHWAY DESIGN • TRAFFIC ENGINEERING  
PARKING LOT DESIGN • TRANSPORTATION PLANNING STUDIES  
CONSTRUCTION OBSERVATION • SITE ENGINEERING

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PRESIDENT

R. MATTHEW BROWN, P.E.  
VICE PRESIDENT

KAREN K. COLLINS, P.E.  
VICE PRESIDENT

JOSEPH T. RENGEL, P.E.  
VICE PRESIDENT

REGISTRATION

INDIANA  
ILLINOIS  
KENTUCKY  
MICHIGAN  
OHIO  
MISSOURI  
TEXAS

February 18, 2021

Mr. Michael Pearce  
Project Engineer  
City of Westfield  
2706 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Re: 191<sup>st</sup> Street & Shady Nook Intersection Improvement

Dear Mr. Pearce,

Please find attached the manhour justifications in support of our proposed fees to perform the work for the above referenced project. Per our understanding, this is a design and survey contract, where the City will bid the project through their processes with staff putting together bid documents utilizing quantities and specifications received from A&F. Further, A&F will coordinate the permitting, but the City will coordinate with all utilities using its own staff. A summary of our proposed fees to complete the work to these percentages is as follows:

|                           |                    |
|---------------------------|--------------------|
| Topographic Survey        | \$ 19,200.00       |
| Design and Coordination   | \$53,270.00        |
| <hr/>                     |                    |
| <b>Total Proposed Fee</b> | <b>\$72,470.00</b> |

Thank you for the opportunity to submit this proposal. If you have any concerns, please feel free to contact me.

Sincerely,  
A&F Engineering Co., LLC

Joseph T. Rengel, P.E., PTOE  
Vice President

Z:\2017\MI HOMES-191ST & SHADY NOOK.DWGEXHIBIT 11 FT LANES REV.DWG Created By: MIK Date Created: 08/21/2018





**A&F ENGINEERING**

Transportation & Site Engineering

Creating Order Since 1966

8365 Keystone Crossing, Suite 201, Indianapolis, IN. 46240 (317) 202-0864

|                                                           |              |
|-----------------------------------------------------------|--------------|
| RECOMMENDED<br>FOR APPROVAL _____<br>DESIGN ENGINEER DATE |              |
| DESIGNED: MIK                                             | DRAWN: MIK   |
| CHECKED: JTR                                              | CHECKED: JTR |

INDIANA  
DEPARTMENT OF TRANSPORTATION

Intersection Improvement  
191st St & Shady Nook Rd  
Westfield, IN

|                              |                    |      |
|------------------------------|--------------------|------|
| HORIZONTAL SCALE<br>1" = 50' | BRIDGE FILE<br>N/A |      |
| VERTICAL SCALE<br>N/A        | DESIGNATION<br>--  |      |
| SURVEY BOOK                  | SHEETS             |      |
|                              | ----               | of X |
| CONTRACT<br>--               | PROJECT<br>--      |      |

# Alexander Surveying, LLC.

1593 N. Co. Rd. 600 E.  
Avon Indiana, 46123  
Phone 317-272-0877

February 04, 2021

A&F Engineering  
Joe Rengel  
8365 Keystone Crossing  
Suite 201  
Indianapolis, In. 46240

## PROPOSAL

RE: Topographic Survey 191<sup>st</sup> Street & Shady Nook Road.

Topographic Survey to cover 800' to the south, east west. Approximately 2,400' of total length. Survey width will be 70' each side.

- All topographic features will be located within said Survey Limits. One call will be made to Indiana 811 as well as the local utility company to determine the locations of underground utilities within said limits.
- Individual trees will only be located in lawn areas within survey limits. All other areas will be designated as woods or tree rows.
- Route Survey Plat will be prepared and recorded.
- Data will be provided in the form of an ASCII points file, Autocad drawing file showing topographic features, contours, and TIN. A text file giving a listing of topographic features by station and offset will also be provided. A Skeleton Field Book will be provided showing alignment notes, bench circuit, and references per the Design Manual.

**TOTAL:**

**\$19,200.00**

Additional services provided at hourly rates:  
\$150.00 per field crew hour.  
\$60.00 drafting and research

---

Joe Rengel A & F Engineering, Inc.



---

Rick L. Alexander P.L.S.

**A & F ENGINEERING CO., LLC.**

**MANHOOR JUSTIFICATION**

PROJECT: 191ST STREET AND SHADY NOOK INTERSECTION IMPROVEMENT  
 CLIENT: CITY OF WESTFIELD  
 TASK: DESIGN AND PERMITTING

02/18/21

| WORK CLASSIFICATION                                | Project<br>Manager | Lead Design<br>Engineer | Staff<br>Engineer | CADD<br>Technician |  |
|----------------------------------------------------|--------------------|-------------------------|-------------------|--------------------|--|
| <b>PROJECT ADMINISTRATION</b>                      |                    |                         |                   |                    |  |
| SUPERVISION & SCHEDULING                           | 2.00               | 1.00                    |                   |                    |  |
| CONTRACT ADMINISTRATION                            | 1.00               |                         |                   |                    |  |
| <b>PLAN SET-UP</b>                                 |                    |                         |                   |                    |  |
| COORDINATE SURVEY                                  |                    | 1.00                    |                   |                    |  |
| CLEAN-UP SURVEY                                    |                    |                         | 1.00              | 6.00               |  |
| REFERENCES AND BENCHMARKS                          |                    | 0.50                    | 1.00              | 2.00               |  |
| CREATE SHEETS/VIEWPORTS                            |                    |                         | 0.50              | 2.00               |  |
| <b>PFC DESIGN/GEOMETRY LAYOUT</b>                  |                    |                         |                   |                    |  |
| TITLE & INDEX SHEET                                |                    |                         | 0.50              | 2.00               |  |
| PRELIMINARY LINEWORK                               | 0.50               | 1.00                    | 8.00              | 8.00               |  |
| PRELIMINARY HORIZONTAL                             |                    | 0.50                    | 3.00              | 2.00               |  |
| PRELIMINARY VERTICAL/GRADING                       |                    | 0.50                    | 4.00              | 2.00               |  |
| CORRIDOR SET-UP                                    |                    | 4.00                    | 2.00              |                    |  |
| PRELIMINARY CORRIDOR WORK                          |                    | 12.00                   | 6.00              |                    |  |
| PRELIMINARY PLAN SHEETS                            | 0.50               | 3.00                    | 6.00              | 6.00               |  |
| PRELIMINARY PROFILE SHEETS                         |                    | 2.00                    | 2.00              | 2.00               |  |
| PRELIMINARY CROSS SECTIONS                         |                    | 1.00                    | 2.00              | 8.00               |  |
| EXISTING CROSS SECTIONS                            |                    |                         | 0.50              | 4.00               |  |
| TYPICAL CROSS SECTIONS                             |                    |                         | 2.00              | 6.00               |  |
| PRELIMINARY MAINTENANCE OF TRAFFIC                 | 1.00               | 2.00                    | 2.00              | 4.00               |  |
| PRELIMINARY DRAINAGE DESIGN SCHEME                 | 1.00               | 2.00                    |                   | 2.00               |  |
| PRELIMINARY PAVEMENT MARKINGS                      |                    | 0.50                    | 4.00              | 4.00               |  |
| PRELIMINARY FIELD CHECK                            | 3.00               | 3.00                    |                   |                    |  |
| <b>DEVELOP PLANS FOR DRAINAGE AND RIGHT OF WAY</b> |                    |                         |                   |                    |  |
| STORM DESIGN                                       | 1.00               | 8.00                    |                   | 6.00               |  |
| STRUCTURE DATA                                     |                    | 2.00                    |                   |                    |  |
| FINAL CORRIDOR WORK                                |                    | 6.00                    | 4.00              |                    |  |
| UPDATE PLAN SHEETS                                 | 0.50               | 3.00                    | 3.00              | 4.00               |  |
| UPDATE PROFILE SHEETS                              |                    | 1.00                    | 2.00              | 4.00               |  |
| UPDATE CROSS SECTIONS FOR STRUCTURES               |                    | 0.50                    |                   | 4.00               |  |
| CONSTRUCTION LIMITS                                |                    |                         | 2.00              | 1.00               |  |
| RIGHT OF WAY DESIGN                                | 1.00               | 3.00                    | 4.00              |                    |  |
| APPROACH & DRIVE DETAILS                           |                    | 0.50                    | 2.00              |                    |  |
| SIGNING DETAILS                                    |                    | 0.50                    | 2.00              | 2.00               |  |
| SIGN SHOP DRAWINGS                                 |                    |                         | 0.50              | 2.00               |  |
| PLAT                                               |                    |                         | 1.00              | 2.00               |  |
| PRELIMINARY ESTIMATE WITH MAJOR ITEMS              | 0.50               | 2.00                    | 6.00              |                    |  |
| COORDINATE WITH RIGHT OF WAY CONSULTANT            | 2.00               | 2.00                    |                   |                    |  |

|                                        |           |               |               |          |                  |
|----------------------------------------|-----------|---------------|---------------|----------|------------------|
| <b>PERMITTING</b>                      |           |               |               |          |                  |
| COORDINATE WITH AGENCIES               | 2.00      | 2.00          |               |          |                  |
| BMP DESIGN                             | 0.50      | 2.00          | 2.00          | 2.00     |                  |
| SOILS AND WATER PAPERWORK              |           | 1.00          | 6.00          |          |                  |
| PERMITTING PLAN DETAILS                | 0.50      | 2.00          | 2.00          | 2.00     |                  |
| CREATE O&M MANUAL                      |           | 2.00          |               |          |                  |
| ANSWER SOIL & WATER COMMENTS           | 0.50      | 2.00          |               |          |                  |
| FINALIZE PAPERWORK                     |           | 1.00          | 3.00          |          |                  |
| FINALIZE DETAILS AND MANUALS           |           | 1.00          | 3.00          | 3.00     |                  |
| <b>FINAL CHECK PRINTS</b>              |           |               |               |          |                  |
| REVISIONS FROM CITY COMMENTS           | 0.50      | 2.00          | 2.00          | 3.00     |                  |
| FINAL DRAINAGE DESIGN                  | 0.50      | 2.00          |               | 4.00     |                  |
| FINAL TYPICALS                         | 0.50      |               | 1.00          | 2.00     |                  |
| FINAL PLANS                            | 1.00      | 4.00          | 2.00          | 2.00     |                  |
| FINAL PROFILES                         |           | 1.00          | 2.00          | 2.00     |                  |
| FINAL TRAFFIC DESIGN                   | 0.50      | 2.00          | 4.00          | 4.00     |                  |
| FINALIZE MAINTENANCE OF TRAFFIC DESIGN | 2.00      | 2.00          | 2.00          |          |                  |
| UNDERDRAIN DESIGN                      |           | 0.50          | 4.00          |          |                  |
| TABLE SHEETS                           |           | 0.50          | 1.00          | 2.00     |                  |
| FINALIZE CROSS SECTIONS                |           | 0.50          | 2.00          | 2.00     |                  |
| EARTHWORK COMPUTATIONS                 | 0.50      | 4.00          | 6.00          |          |                  |
| QUANTITY CALCULATIONS - ALL ITEMS      | 2.00      | 4.00          | 6.00          |          |                  |
| SPECIAL PROVISIONS                     | 3.00      | 3.00          |               |          |                  |
| <b>FINAL TRACINGS</b>                  |           |               |               |          |                  |
| ANSWER FINAL REVIEW COMMENTS           | 1.00      | 4.00          | 4.00          | 4.00     |                  |
| FINALIZE PLANS                         | 1.00      | 4.00          | 6.00          | 6.00     |                  |
| FINALIZE QUANTITIES AND ESTIMATE       | 2.00      | 5.00          |               |          |                  |
| FINALIZE SPECIAL PROVISIONS            | 1.00      | 1.00          |               |          |                  |
| FINAL PLAN REVIEW & SEAL PLANS         | 6.00      | 6.00          | 2.00          | 2.00     |                  |
| TOTAL HOURS                            | 39.00     | 121.00        | 131.00        | 125.00   | 416.00           |
| BILLING RATE (WEIGHTED)                | 174.66    | 163.46        | 114.20        | 92.29    |                  |
| TOTAL DIRECT LABOR                     | 6811.74   | 19778.66      | 14960.20      | 11536.25 | 53,086.85        |
| DIRECT COST                            |           |               |               |          | 185.10           |
| <b>TOTAL</b>                           |           |               |               |          | <b>53,271.95</b> |
| <b>USE NOT TO EXCEED FEE</b>           |           |               |               |          | <b>53,270.00</b> |
| <b>DIRECT COST SUMMARY</b>             |           |               |               |          |                  |
| SITE                                   | 1 TRIPS @ | 30.00 MILES @ | 0.39 PER MILE | 11.70    |                  |
| CITY OFFICE                            | 2 TRIPS @ | 30.00 MILES @ | 0.39 PER MILE | 23.40    |                  |
| MISCELLANEOUS, PAPER & PRINTING        |           |               |               |          | 150.00           |
|                                        |           |               |               |          | 185.10           |



GAI Indiana offices located in:  
Fishers, Fort Wayne, Indianapolis, and Vevay

March 9, 2021

GAI Project No. R210136.00

Mr. Johnathon Nail, P.E.  
City Engineer  
City of Westfield  
2706 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

**Pedestrian Trail and Bridge Construction  
Spring Mill Road over John Edwards Ditch  
Fee Proposal**

Dear Mr. Nail:

This letter is GAI Consultant, Inc.'s (GAI) scope and fee proposal to provide professional engineering services for the pedestrian trail connection and bridge over John Edwards Ditch adjacent to Spring Mill Road in the City of Westfield, Indiana (City).

**Project Understanding**

The proposed project will consist of constructing a pedestrian trail and bridge that crosses the John Edwards Ditch (regulated drain) on the east side of Spring Mill Road approximately 600 feet north of 161<sup>st</sup> Street (Project). There is an approximate 400-foot gap in the existing trail that starts immediately north of a Kroger gas station and stops just south of Countryside Boulevard. East of the project location is a residential development, from which right-of-way (ROW) will need to be acquired. City plans to fund all components of this project locally.

City has planned for the future widening of Spring Mill Road in their 10-15 year Long-Range Transportation Plan. The trail connector and bridge are to be designed such that it can accommodate the future widening of Spring Mill Road to the greatest extent possible. There are existing overhead and underground utilities that run on the east side of Spring Mill Road. City desires for the trail alignment to be shifted east of the existing power poles. This proposed alignment would account for future Spring Mill Road widening, while also avoiding utility conflicts and relocations. There is an earth berm that runs along Spring Mill Road that separates the road from the condominium development and is in the approximate location of the desired trail alignment. Consideration of vertical alignment, grading, and possible retaining walls in this area will be evaluated during design. The desired trail width is eight feet and the desired bridge width is 10 feet.

A pedestrian bridge will be required to carry the trail across the regulated drain. The trail approach will be aligned to avoid skew at the crossing in order to reduce complexity of the bridge and provide the most economic structure. A part of this scope will include evaluating structure alternatives to determine the most cost effective solution, including (but not limited to) a prefabricated truss alternative. Bridge aesthetics are not the primary concern at this crossing.

The existing culvert carrying Spring Mill Road over the regulated drain is likely undersized and a future reconstructed bridge would require a larger opening that does not allow for roadway overtopping. The objective for sizing of the trail bridge will be to provide a reasonable channel width and freeboard that does not attempt to meet roadway serviceability requirements. When a high rain occurs at a trail bridge, the surroundings and approaches are not typically usable and therefore trail overtopping is less of a concern. This design approach will allow for a shorter bridge and a more economic project.

City currently has a shelf-ready roundabout construction project designed at 161<sup>st</sup> and Spring Mill Road that is not scheduled for a specific letting. If directed by City, this pedestrian trail and bridge project may be bundled into the same contract as the 161<sup>st</sup> Street roundabout project.

## Scope of Services

The scope of services includes all professional services to complete a topographic survey, hydraulics, design and plan development, permits, utility coordination, geotechnical services, bid and construction phase services, and land acquisition services. ROW services (title search and ROW engineering) are based on assumed construction impacts, number of parcels, and appraisal types known at this time. Construction engineering (inspection) services are not included.

### 1.0 Topographic Survey

- Location Control Route Survey (LCRS)
  - + Recover and collect available section corners and quarter corners for applicable section of project location.
  - + Recover and collect available apparent property and other controlling corners along the project.
  - + Prepare a LCRS plat and associated surveyors report in accordance with Indiana Administrative Code 865 IAC 1-12 to be used as the basis of acquiring ROW parcels.
  - + Upon completion of the route survey and associated survey plat, GAI personnel will record the survey at the Hamilton County Recorder's Office.
- Topographic Survey
  - + Limits of the topographic survey are as follows:
    - » An area of approximately 550 feet x 150 feet, extending from the south gas station entrance to the existing trail north of the channel. The width of the area will be bound by Spring Mill Road to the west and extending approximately 150 feet to the east.
    - » Channel cross sections and existing Spring Mill Road bridge information will be obtained as needed to facilitate hydraulic modeling for a Construction in a Floodway (CIF) permit.
  - + All survey work will be in accordance with Indiana Code IC 25-21.5, Indiana Administrative Code 865 IAC 1-12, and typical survey procedures.
  - + Prior to commencing field survey activities, GAI will prepare and mail notification letters to the property owners adjacent to the project corridor.
  - + Prior to the commencement of the survey work, GAI will submit a request to Indiana Underground Plant Protection Services (811) for underground utility marking. GAI survey personnel shall locate existing underground utility evidence as marked on the ground by others.
  - + GAI survey personnel shall locate visible utility evidence, based on markings placed by 811 personnel, along with other visible above ground and overhead utility features.
  - + Perform a level circuit along the project corridor, setting temporary benchmarks (TBMs).
  - + The vertical control network datum will be based on the North American Vertical Datum of 1988 (NAVD88) as observed using the INCORS network or existing nearby benchmarks.
  - + The basis for the horizontal control network shall be the Indiana Geospatial Coordinate System (InGCS) for Hamilton County, as observed using global navigational satellite surveying equipment operating within the Indiana Continuously Operating Reference System (INCORS).
  - + Collect location, invert elevation, and size and material of existing culverts and headwalls along the project corridor.
  - + Collect surface elevations, ditch centerlines, tops and bottoms of slopes and relative changes in grade within the project limits to depict the existing site features, and site contours in a CAD drawing and digital terrain model.
  - + Perform site reconnaissance to recover and locate existing survey monuments and other physical evidence to help define the apparent ROW lines and apparent property lines near the project limits.
  - + Perform research to obtain a copy of the last deed of record for all apparent adjacent properties to the design corridor.

## 2.0 Hydraulics

- According to USGS StreamStats, the drainage area of John Edwards Ditch (UNT Little Eagle Creek) is approximately 1.34 square miles at the proposed crossing location adjacent to Spring Mill Road. At this location, John Edwards Ditch is classified as a Major Drainage System and is within a Zone AE floodway hazard.
- The proposed bridge location is within the two-mile buffer of the City of Westfield and has a drainage area greater than one-square-mile. Therefore, the bridge installment will not meet the Indiana Department of Natural Resources (IDNR) Rural Bridge exception, and an IDNR CIF permit will be required.
- A coordinated discharge curve was available from IDNR, the corresponding 1% exceedance probability (EP) discharge was 545 cubic feet per second for John Edwards Ditch. This will be used as the 1% EP peak discharge value in accordance with IDNR's manual.
- The existing conditions for the John Edwards Ditch will be evaluated in a single HEC-RAS model. IDNR's hydrologic and hydraulic model library has a few existing models for John Edwards Ditch. Therefore, an existing model from IDNR will be updated to become the base model. The model will then be updated with the proposed bridge geometry for hydraulic analysis.
- The objective for sizing of the trail bridge will be to provide a reasonable channel width and freeboard that does not attempt to meet roadway serviceability requirements. When a high rain even occurs at a trail bridge, the surroundings and approaches are not typically usable and therefore trail overtopping is less of a concern.
- A proposed replacement option will be evaluated using the IDNR General Guidelines for Hydrologic-Hydraulic Assessment of Floodplains. Options will be sized according to the 1% EP peak discharge and IDNR CIF permit requirements.
- Complete QA/QC of existing and proposed HEC-RAS models.
- Results of the existing and proposed hydraulic analysis will be summarized in a report and submitted to City of Westfield and Hamilton County Surveyors Office for review and approval.
- John Edwards Ditch is a Legal Drain. GAI will coordinate with the Hamilton County Surveyor's Office for all discussions relating to structure sizing and riprap protection.
- GAI assumes that no stormwater management will be required for the additional impervious area resulting from the trail and that the change to existing grade will be minimal. Stormwater calculations will not be developed. Additionally, GAI assumes water quality and detention will not be required.

## 3.0 Design and Plan Development

GAI will design the pedestrian trail and bridge as described under "Project Understanding". As local funds are being used, no submittals to or coordination with the Indiana Department of Transportation (INDOT) will be necessary throughout design. The design development will include two primary submittals to the City: Preliminary Plans at 30% and Final Plans at 100%. Design and Plan development services will include the following submittals:

- **Preliminary Plans (30%)** – The "Preliminary Plans" submittal will include trail and bridge geometrics, typical sections, plan and profiles, erosion control details, cross sections, and preliminary ROW.
  - + Establish preliminary geometrics for the trail including horizontal and vertical alignment, as well as assess grading and retaining wall needs.
  - + Develop preliminary plans for the trail including plan and profiles, typical sections, cross sections, and erosion control details.
  - + Perform a structure size and type evaluation to select a bridge type.
  - + Prepare preliminary plans for the bridge including General Plan, Layout, and Typical Section sheets.
  - + Prepare preliminary quantities and an initial cost estimate.
  - + Prepare design computations necessary to document the design criteria used for project.

- + Prepare and submit preliminary plans to City and Hamilton County Surveyor's Office for review and approval.
- **Final Plans (100%)** – The Final Plans submittal will include all necessary revisions resulting from previous submittal reviews and remaining plan elements such as bridge details, grading, signing, and design tables.
  - + Finalize plan and profile sheets and develop geometric detail sheets.
  - + Perform Structural Design including substructure design and pile design. If a prefabricated truss is not selected as the alternate, other bridge design components will be required including beams and bridge deck (see Section 3.1).
  - + Prepare bridge design plan sheets including substructure details and soil boring sheets. If a prefabricated truss is not selected as the alternate, other plan sheets will be prepared including beams, bridge deck, and railings (see Section 3.1).
  - + Develop road and bridge summary tables.
  - + Finalize quantities and estimates.
  - + Prepare and submit final plans to City.
- **Items Specifically Not Included** –
  - + Preliminary Field Check Meeting
  - + Preparation of a separate ROW Plan Set

### 3.1 Bridge Design – “If Authorized”

If a pre-fabricated truss is selected as the preferred alternate, the superstructure is traditionally designed by the fabricator. If a different structure type is selected, there is additional design and plan effort required that is not included in Task 2.0 Design and Plan Development. This additional phase has been included in this proposal as an “if-authorized” scope item. The structure type will be determined during Preliminary Plan development and this task could be authorized by City upon approval of Preliminary Plans. Additional work under this task would include:

- Superstructure Design (slab or beams, bridge deck, bearings),
- Superstructure Detail plan sheets including beams, deck, bearings, railings, screeds, and deflections.
- GAI will prepare and attend one public meeting, if directed by City.

### 4.0 Permits

GAI will coordinate, apply for, and track the status of the following applicable project permits until received. Permitting requirements are anticipated based on preliminary research and final permits needed cannot be confirmed until field investigations are complete and project design has progressed. Regulatory permits anticipated for this project include:

- A routine wetland delineation and “waters of the U.S.” investigation will be completed to determine the presence of jurisdictional wetlands within the project area. A copy of the wetland delineation and “waters of the U.S.” report will accompany regulatory permit applications.
- Section 401 WQC Regional General Permit (RGP) is presumed to be necessary for the project for impacts to jurisdictional waterways within the project area. Should impacts to the waterways meet or exceed 300 linear feet or require any amount of relocation, additional permitting and mitigation will be necessary. A supplemental fee will be needed for permitting requirements beyond the Section 401 WQC RGP.
- It is presumed that a Nationwide Permit will be required from the U.S. Army Corps of Engineers (USACE) for impacts to jurisdictional waterways within the project area. A copy of the Section 401 WQC RGP notification form will be furnished to the USACE for issuance of the Section 404 permit. The need for a USACE permit constitutes a federal action that may require the need for Section 106 of the National Historic Preservation Act. Should the USACE require evaluation of historic structures or

archaeological resources prior to permit approval, a supplemental fee may be required. However, the need for those services is not anticipated for this project.

- The proposed bridge location is within the two-mile buffer of the City of Westfield and has a drainage area greater than one square mile. Therefore, the bridge installment will not meet the IDNR Rural Bridge exception and an IDNR CIF permit with modeling will be required. A CIF permit will be sought from IDNR for the proposed encroachment into the John Edwards Ditch (UNT to Little Eagle Creek) floodway. If required by IDNR, a Woody Revegetation Plan will be developed for proposed project impacts to regulated floodways. Area within the ROW will be reviewed for opportunities. Should it be determined necessary to explore off-site mitigation sites, a change in scope may be necessary.
- The need for an IDEM Rule 5 Erosion Control Permit is not anticipated at this time. Should land disturbance resulting from this project meet or exceed one acre, the permit will be required and a supplemental fee may be needed.

## 5.0 Utility Coordination

Based on an early 811 search using the project coordinates, it appears that 15 utilities have facilities at or near the project. The fee for utility coordination is based a limited utility coordination process, consisting of the following activities for 15 utilities:

- Initial Research – Determine utilities that are located within the geographical limits of the Project and designated contacts. Efforts to make this determination include review of INDOT-maintained utility list, investigate field conditions, review information from 811, review available GIS information, and contact with the Owner and individual utilities.
- Notice – Distribute an Initial Notice of Proposed Improvement Project letter and map of the project area to all utilities known to exist in the project area. Gather responses and adjust the utility list as needed.
- Verification – Distribute a Verification of Existing Facilities letter and Preliminary Plans to all utilities known to exist in the project area. Gather responses and forward on any needed adjustments to the designer.
- Final Coordination – Distribute preliminary final plans to utilities to solicit an email confirmation that their facilities are out of conflict with the proposed construction.

For the purposes of this proposal, it is assumed that the project will be designed to avoid all existing utilities, such that no relocations will be required. This scope does not include distribution or review of utility work plans. The designer will solicit email confirmation that each utility is not affected and issue a utility certification based on INDOT's limited coordination process. If it is determined that the project cannot be designed to avoid all utilities and utility relocation becomes necessary, an additional fee may be required.

## 6.0 Geotechnical

Geotechnical engineering including field and lab work will be performed by GEOTILL, Inc. Recommendations will be provided for deep pile foundations to support the bridge. A fee has also been included for modular block retaining walls. See **Exhibit B** for estimated services and unit costs.

## 7.0 Bid and Construction Phase Services

This project will be advertised for bid and the award will be made based on the lowest responsible bid. Services in this phase are to be performed on an Hourly not-to-exceed (NTE) basis. If this Project is eventually bundled with the 161<sup>st</sup> Street roundabout project, then a portion of these scoped items would become the responsibility of the roundabout project lead design firm and not be required.

- Pre-Bid Efforts
  - + Prepare technical special provisions and coordinate with lead bundler for compiling documentation.
  - + Answer all questions from bidders regarding bid documents and provide written addenda accordingly.

- + Compile documents for advertisement and bidding, including all front-end documents, notice to bidders, contract book and technical provisions.
  - + Prepare draft bid advertisement for City to publish. City to publish and pay associated fees.
  - + Provide copies of plans and specifications for bidding and maintain the plan-holder's list. This task will be coordinated through a third-party facilitator, Repro Graphix.
  - + Attend bid opening.
- Post-Bid Efforts:
- + Attend a pre-construction conference with Contractor and City.
  - + Review shop drawing submittals for general compliance with plans and specifications.
  - + Review of pile driving equipment and drivability analysis.
  - + Respond to Contractor inquiries and provide clarifications and interpretations of the Contract Documents.
  - + Review all change orders and make recommendation to Owner for approval or denial.
  - + Assist City in bid evaluation and preparation of certified bid tabulation.
  - + Prepare pre-construction conference agenda.
  - + Prepare and distribute pre-construction conference minutes.

These services do not include services assumed to be completed by City, including draft and execution of agreement between City and Contractor, as well as issuance of Notice of Award and Notice to Proceed. These services do not include services assumed to be completed by the inspector, including attendance of recurring construction progress meetings, review or approval of construction pay claims, substantial completion or final completion inspections or punch lists, and issuance of substantial and final completion. All other construction inspection items are not included. If these services are required, they can be added to this contract for an additional fee.

Contract documents will be assembled using front-end documents and general special provisions provided by City. INDOT standard specifications will be referenced and work components not covered under the standard specifications or under City's general provisions will have Unique Special Provisions prepared.

## 8.0 Right-of-Way

The ROW activities of this section include all services necessary to secure purchase and transfer of each acquisition to City. Based on discussions of preliminary trail layout, it is anticipated that two parcels could be impacted. However, this parcel count is based on a preliminary estimation of disturbed limits and existing ROW information from GIS and is subject to change based on the actual impact of the design and the verification of existing ROW during survey. Abstracting will be performed by Dodd Title Corporation. Appraising and buying will be performed by City. ROW management is not included in this scope of services

Current Services include:

- Abstracting – Provide Title and Encumbrance (T&E) reports for each parcel anticipated to be involved in the ROW acquisition, including a 20-year search for all mortgages, easements, liens, contract sales, judgments, other encumbrances, and the current legal owner. Abstracting for the two (2) parcels will be started immediately after notice to proceed.
- ROW Engineering – Provide a metes and bounds legal description for each ROW parcel acquisition required for the Project. Provide a ROW parcel plat for each fee simple (permanent) ROW acquisition required for the Project.
- Staking – Proposed ROW will be located and staked prior to appraising to assist the appraiser and property owner in determining limits of property acquisition. The fee for staking assumes all properties are staked in one site visit.

The fee for abstracting and ROW engineering assumes that each parcel consists of one tax ID number. If any parcel contains contiguous sections with separate tax ID numbers, this will require separate legal descriptions and area calculations for each tax ID and will be invoiced as separate parcels.

## Compensation

The tables below outline our proposed fees for the services outlined herein for a total Not to Exceed Fee of \$121,200, with \$108,800 authorized at this time.

| Section | Item                              | Fee Type        | Total Amount        |
|---------|-----------------------------------|-----------------|---------------------|
| 1.0     | Topographic Survey                | Lump Sum        | \$ 12,100.00        |
| 2.0     | Hydraulics                        | Lump Sum        | \$ 12,700.00        |
| 3.0     | Design & Plan Development         | Lump Sum        | \$ 38,000.00        |
| 4.0     | Permits                           | Lump Sum        | \$ 15,400.00        |
| 5.0     | Utility Coordination              | Lump Sum        | \$ 4,000.00         |
| 6.0     | Geotechnical                      | NTE – Unit Rate | \$ 6,000.00         |
| 7.0     | Bid & Construction Phase Services | NTE – Hourly    | \$ 12,000.00        |
| 8.0     | Right-of-Way ( <i>See Below</i> ) | NTE – Unit Rate | \$ 8,600.00         |
|         | <b>TOTAL NTE</b>                  |                 | <b>\$108,800.00</b> |

| If-Authorized Scope |                  |          |                    |
|---------------------|------------------|----------|--------------------|
| Section             | Item             | Fee Type | Total Amount       |
| 3.1                 | Bridge Design    | Lump Sum | \$ 12,400.00       |
|                     | <b>TOTAL NTE</b> |          | <b>\$12,400.00</b> |

### Notes:

- Section 7.0: Performed hourly utilizing a multiplier of 3.0 on direct labor plus expenses.  
Section 8.0: Right-of-Way fees per table below – services performed on a per parcel basis.

| Section 8.0 Right-of-Way                                | Per Parcel Cost | No. of Parcels | Total              |
|---------------------------------------------------------|-----------------|----------------|--------------------|
| Title and Encumbrance Reports ( <i>20-year search</i> ) | \$ 475.00       | 2              | \$ 950.00          |
| ROW Engineering                                         | \$3,375.00      | 2              | \$ 6,750.00        |
| Staking                                                 | \$ 450.00       | 2              | \$ 900.00          |
| <b>TOTAL NTE</b>                                        |                 |                | <b>\$ 8,600.00</b> |

**Note:** All other ROW Acquisition Services not shown are to be performed by others and not included in this proposal.

## Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. The City of Westfield standard details will be followed where applicable. INDOT Standard Drawings will be referenced as needed.
2. Due to the use of local funds, it is assumed that no environmental investigation or document will be required.
3. It is assumed that a proposed pavement section for the trail will be provided by City.
4. It is assumed that no reimbursable utilities exist and therefore no utility agreements will need to be executed.
5. It is assumed that the cost of necessary addendums charged by Reprographix will be paid for by the City.
6. Scope does not include construction inspection.

## Schedule of Deliverables

GAI proposes the following design schedule:

|                                                       |                                                 |
|-------------------------------------------------------|-------------------------------------------------|
| ▪ Anticipated Notice to Proceed (NTP)                 | 04/01/2021                                      |
| ▪ Initial Site Visit                                  | 04/08/2021                                      |
| ▪ Survey Complete                                     | 05/16/2021                                      |
| ▪ Hydraulics Analysis & Report                        | 07/15/2021                                      |
| ▪ Preliminary Plans Submittal                         | 09/13/2021                                      |
| ▪ Approval of Preliminary Plans                       | 09/27/2021                                      |
| ▪ Title Research Complete                             | 10/18/2021                                      |
| ▪ Client Review and NTP for ROW Engineering           | 11/08/2021                                      |
| ▪ 401/404, CIF & Rule 5 Permit Submit                 | 11/22/2021                                      |
| ▪ ROW Engineering Complete                            | 12/20/2021                                      |
| ▪ Public Meeting                                      | 01/07/2022 <i>(To be Coordinated with City)</i> |
| ▪ Geotechnical Investigation & Report                 | 01/07/2022                                      |
| ▪ Rule 5 Permit Approved                              | 02/20/2022                                      |
| ▪ 401/404 Permits Approved                            | 04/21/2022                                      |
| ▪ Land Acquisition Complete (Anticipated - by Others) | 04/21/2022                                      |
| ▪ Final Plans Submittal (100%)                        | 06/26/2022                                      |
| ▪ Advertisement                                       | 08/02/2022                                      |
| ▪ Letting                                             | 09/01/2022                                      |
| ▪ CIF Permit Approved                                 | 09/18/2022 <i>(Critical Path Item)</i>          |

Please do not hesitate to contact the undersigned at 317.436.4836 if there are any questions or wish to discuss this Agreement. If this Agreement is acceptable, please sign where indicated below and return one copy for our file. This will also serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

REQUESTED AND AUTHORIZED BY:

**City of Westfield, Indiana**

Sincerely,

**GAI Consultants, Inc.**

---

Johnathon Nail, City Engineer  
City of Westfield

Kyle M. Pearl, PE, SE  
Project Manager

Scott F. Hornsby, PE  
Vice President

KMP:SFH/kam

Attachments: Exhibit A- GAI Standard Terms and Conditions for Professional Services  
Exhibit B- GEOTILL, Inc. Scope & Fee (Geotechnical Engineering)

**EXHIBIT A**  
**GAI Standard Terms and Conditions**  
**for Professional Services**

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
  - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

## **EXHIBIT B**

### **Subconsultant Scopes and Fees**



7732 Loma Court  
Fishers, Indiana 46038  
Phone 317.449.0033  
Fax 317.285.0609  
[www.geotill.com](http://www.geotill.com)

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*Geotechnical Engineering • Environmental Services • Subsurface Exploration • Construction Testing and Material Engineering*

March 4, 2021

GAI Consultants, Inc.  
9998 Crosspoint Boulevard, Suite 110  
Indianapolis, IN 46256

Attention: Mr. Kyle Pearl, PE SE  
Assistant Engineering Manager

Re: Geotechnical Engineering Investigation  
**Proposed Trail Over John Edwards Drain**  
Spring Mill Road & 161st Street  
Westfield, Indiana  
Geotill Proposal Number PE-03021121

Gentlemen:

We are pleased to submit this proposal for performing a geotechnical engineering investigation for the referenced project. It is our understanding that the small structure replacement project will likely consist of a bridge on deep pile foundations. The project is located on Spring Mill Road & 161<sup>st</sup> in Westfield, Indiana.

The objectives of this investigation are to determine the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the soil supported elements of the proposed bridge project. The proposed subsurface exploration consists of drilling two (2) soil test borings to a depth of 70 ft at the proposed small structure replacement location and one (1) soil test boring to a depth of 15 ft. Split-spoon samples (ASTM D-1586) will be obtained at 2.5 ft intervals to a depth of 10 ft below the existing ground and at a 5.0 ft interval elsewhere. Ground water level observations will be made during drilling operations and after withdrawal of the augers from the borings.

A reconnaissance of the project site will be made by a geotechnical engineer from our staff and the boring locations will be established in the field at that time. GEOTILL will contact Indiana Underground Plant Protection Service to locate underground utilities that are owned by the member utility companies.

Laboratory tests will be performed as necessary to establish the significant characteristics and parameters of the soils. After completion of the field investigation and laboratory tests, an engineering report will be prepared containing analyses and recommendations to guide design and construction of the proposed small structure replacement.

We propose to perform the scope of work described herein for a lump sum of \$6,000.00 unless unexpected subsurface conditions are encountered, or the project characteristics are changed significantly. If any changes in the program are indicated by the initial findings, we will consult with you and, with your approval, make such changes as are considered necessary. In any case, the cost estimate will not be exceeded without additional approval from you.

Our estimate covers the work needed to present our findings and recommendations in a report form. In order to authorize this work, please sign and return one copy of the following Proposal Acceptance form and provide the necessary instructions regarding billing and other matters as appropriate.

We can normally begin the field investigation within about one week after authorization if the weather and site conditions permit. Based upon this schedule, a final report can be submitted within 20 days of drilling completion.

If you have any questions concerning this proposal, please do not hesitate to call me.

Very truly yours,

Sincerely,

**GEOTILL INC.**



Malek Smadi, Ph.D., P.E.  
Principal Engineer  
(317) 449-0033 Ext. 101 / msmadi@geotill.com



## Kyle Pearl

---

**From:** Malek Smadi <msmadi@geotill.com>  
**Sent:** Tuesday, March 09, 2021 3:22 PM  
**To:** Kyle Pearl  
**Cc:** Kevin G. Jasinski; Joseph Brodowski  
**Subject:** RE: Westfield - Pedestrian Trail over John Edwards Drain - Geotechnical Work

**EXERCISE CAUTION: This is an External Email Message!**

*\*\*Think before clicking on links, opening attachments, or responding\*\**

Kyle,

Yes it is new bridge with piling.

If we have to review pile testing method recommendations, please increase \$300

Thanks so much,

Malek Smadi, Ph.D., PE  
Principal Engineer  
GEOTILL, Inc.  
7732 Loma Court  
Fishers, IN 46038  
T: (317) 449-0033 - Ext 101  
C: (317) 828-4098  
F: (317) 285-0609  
e-mail: [msmadi@geotill.com](mailto:msmadi@geotill.com)  
[www.geotill.com](http://www.geotill.com)  
844-GEOTILL

---

**From:** Kyle Pearl <K.Pearl@gaiconsultants.com>  
**Sent:** Tuesday, March 9, 2021 3:04 PM  
**To:** Malek Smadi <msmadi@geotill.com>  
**Cc:** Kevin G. Jasinski <K.Jasinski@gaiconsultants.com>; Joseph Brodowski <jbrodowski@geotill.com>  
**Subject:** RE: Westfield - Pedestrian Trail over John Edwards Drain - Geotechnical Work

Malek,

Thank you. I noticed in the proposal that you went over that it references a "small structure replacement project" I just wanted to clarify and make sure you new that this was a new bridge construction project with new piling. It looked like probably just a carryover from previous project.

Also, we typically have to do a review of pile driving equipment for INDOT jobs that can sometime include a WAVE Equation Analysis.

- Depending on your pile testing method recommendations, would anticipate this being required?
- Does your fee include verifying driving equipment during construction?

Thanks,

**Kyle Pearl, PE SE**  
Assistant Engineering Manager

**GAI Consultants**, 9998 Crosspoint Blvd, Suite 110, Indianapolis, IN 46256

T 317.436.9150 D 317.436.4856 M 765.426.6847

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---

**From:** Malek Smadi <[msmadi@geotill.com](mailto:msmadi@geotill.com)>  
**Sent:** Thursday, March 04, 2021 11:08 AM  
**To:** Kyle Pearl <[K.Pearl@gaiconsultants.com](mailto:K.Pearl@gaiconsultants.com)>  
**Cc:** Kevin G. Jasinski <[K.Jasinski@gaiconsultants.com](mailto:K.Jasinski@gaiconsultants.com)>; Joseph Brodowski <[jbrodowski@geotill.com](mailto:jbrodowski@geotill.com)>  
**Subject:** RE: Westfield - Pedestrian Trail over John Edwards Drain - Geotechnical Work

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*\*\*Think before clicking on links, opening attachments, or responding\*\**

Kyle,

If Modular Block is not needed, the 15 ft boring will be removed and there will be no recommendations for the wall, if this is the case you subtract \$300

Thanks so much,

Malek Smadi, Ph.D., PE  
Principal Engineer  
GEOTILL, Inc.  
7732 Loma Court  
Fishers, IN 46038  
T: (317) 449-0033 - Ext 101  
C: (317) 828-4098  
F: (317) 285-0609  
e-mail: [msmadi@geotill.com](mailto:msmadi@geotill.com)  
[www.geotill.com](http://www.geotill.com)  
844-GEOTILL

---

**From:** Kyle Pearl <[K.Pearl@gaiconsultants.com](mailto:K.Pearl@gaiconsultants.com)>  
**Sent:** Thursday, March 4, 2021 10:58 AM  
**To:** Malek Smadi <[msmadi@geotill.com](mailto:msmadi@geotill.com)>  
**Cc:** Kevin G. Jasinski <[K.Jasinski@gaiconsultants.com](mailto:K.Jasinski@gaiconsultants.com)>; Joseph Brodowski <[jbrodowski@geotill.com](mailto:jbrodowski@geotill.com)>  
**Subject:** RE: Westfield - Pedestrian Trail over John Edwards Drain - Geotechnical Work

Malek,

Thanks for this. Does your proposal include Modular Block Wall recommendations I mentioned?

If possible, can you let me know what portion of the fee would be attributed to the Modular Block Wall? That way I can document in our proposal to the Client what part of the fee might not be required (if walls end up not being required).

**Kyle Pearl, PE SE**

Assistant Engineering Manager

**GAI Consultants**, 9998 Crosspoint Blvd, Suite 110, Indianapolis, IN 46256

**T** 317.436.9150 **D** 317.436.4856 **M** 765.426.6847

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---

**From:** Malek Smadi <[msmadi@geotill.com](mailto:msmadi@geotill.com)>

**Sent:** Thursday, March 04, 2021 10:47 AM

**To:** Kyle Pearl <[K.Pearl@gaiconsultants.com](mailto:K.Pearl@gaiconsultants.com)>

**Cc:** Kevin G. Jasinski <[K.Jasinski@gaiconsultants.com](mailto:K.Jasinski@gaiconsultants.com)>; Joseph Brodowski <[jbrodowski@geotill.com](mailto:jbrodowski@geotill.com)>

**Subject:** RE: Westfield - Pedestrian Trail over John Edwards Drain - Geotechnical Work

**EXERCISE CAUTION: This is an External Email Message!**

*\*\*Think before clicking on links, opening attachments, or responding\*\**

Kyle,

The proposal is attached

Thanks so much,

Malek Smadi, Ph.D., PE

Principal Engineer

GEOTILL, Inc.

7732 Loma Court

Fishers, IN 46038

T: (317) 449-0033 - Ext 101

C: (317) 828-4098

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e-mail: [msmadi@geotill.com](mailto:msmadi@geotill.com)

[www.geotill.com](http://www.geotill.com)

844-GEOTILL

---

**From:** Kyle Pearl <[K.Pearl@gaiconsultants.com](mailto:K.Pearl@gaiconsultants.com)>

**Sent:** Wednesday, March 3, 2021 5:23 PM

**To:** Malek Smadi <[msmadi@geotill.com](mailto:msmadi@geotill.com)>

**Cc:** Kevin G. Jasinski <[K.Jasinski@gaiconsultants.com](mailto:K.Jasinski@gaiconsultants.com)>

**Subject:** Westfield - Pedestrian Trail over John Edwards Drain - Geotechnical Work

Malek,

I hope you are doing well. We are submitting a scope and fee to the City of Westfield for a pedestrian trail extension that crosses a regulated drain in the area of Spring Mill Rd & 161<sup>st</sup> Street. We are anticipating the bridge to be

supported on pile foundations. This project is funded 100% locally. The geotechnical report would be needed late this year sometime.

If you are interested, could provide a quote for the following work:

1. Bridge Borings and Deep Pile Foundation Recommendations
2. Modular Block Wall
  - There is a possibility that we will be needing some small walls to avoid excessive grading adjacent to a property owner.
  - I would presume something in the range of 2'-5' above ground.
3. At this time we do not need any other borings for the trail.

Thanks!

**Kyle Pearl, PE SE**

Assistant Engineering Manager

**GAI Consultants**, 9998 Crosspoint Blvd, Suite 110, Indianapolis, IN 46256

**T** 317.436.9150 **D** 317.436.4856 **M** 765.426.6847

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March 24, 2021

Consent Agenda Item:

### Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- Lennar Homes of Indiana, Inc., Osborne Trails, Section 5, Bond #024250911, \$97,115.00, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 7, Bond #024250910, \$63,139.00, Erosion Control
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Orchard View, Section 2, Bond #6135005268, \$50,019.00, Erosion Control
- Pulte Homes of Indiana, LLC, Legacy Oaks, Section 2, Bond #59BSBIP3078, \$72,096.75, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick, Section 2, Bond #59BSBIP3079, \$95,713.00, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick, Section 3, Bond #59BSBIP3080, \$70,577.93, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick, Section 3, Bond #59BSBIP3081, \$65,181.54, ROW Improvements
- Pulte Homes of Indiana, LLC, Kimblewick, Section 4, Bond #59BSBIP3082, \$77,289.58, Erosion Control
- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0060732, \$40,366.00, Erosion Control
- Lennar Homes of Indiana, Inc. Liberty Villas, Section 1, Bond #024250163, \$56,741.26, CA Sidewalks
- Lennar Homes of Indiana, Inc. Liberty Villas, Section 1, Bond #024250164, \$47,292.08, Curbs
- Lennar Homes of Indiana, Inc. Liberty Villas, Section 1, Bond #024250165, \$28,365.57, Asphalt Path/Lime
- Lennar Homes of Indiana, Inc. Liberty Villas, Section 1, Bond #024250166, \$344,029.95, Onsite Paving, Stone, Base, Intermediate, Surface, Lime, Curb SSD
- Lennar Homes of Indiana, Inc. Liberty Villas, Section 1, Bond #024250167, \$351,722.56 Storm Sewer & SSD
- Pulte Homes of Indiana, LLC, Kimblewick, Section 1B, Bond #CMS343582, \$254,289.75, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick, Section 1B, Bond #CMS343580, \$3,564.00, Common Area Sidewalks
- Pulte Homes of Indiana, LLC, Kimblewick, Section 1B, Bond #CMS343581, \$96,646.00, Asphalt Path
- Pulte Homes of Indiana, LLC, Kimblewick, Section 1B, Bond #CMS343583, \$60,812.40, Concrete Curb
- Pulte Homes of Indiana, LLC, Kimblewick, Section 1B, Bond #CMS343584, \$568,621.90, Asphalt Paving-Local Streets
- Lennar Homes of Indiana, Inc., Westgate, Section 1, Bond #CMS0342956, \$102,387.00, Common Area Walks
- Lennar Homes of Indiana, Inc., Westgate, Section 1, Bond #CMS0342955, \$920,243.00, Storm Sewer
- Lennar Homes of Indiana, Inc., Westgate, Section 1, Bond #CMS0342953, \$153,628.00, Sub Surface Drain
- Lennar Homes of Indiana, Inc., Westgate, Section 1, Bond #CMS0342954, \$206,195.00, Concrete Curb
- Lennar Homes of Indiana, Inc., Westgate, Section 1, Bond #US00107959SU21A, \$1,305,831.00, Asphalt Streets

## Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Crider & Crider, Inc., Grand Park Pro X Athlete Development Facility Project, Bond #7657328, \$88,460.00, Storm Sewer & Erosion Control
- GT Property Development, LLC, Amenity Center On-Site Improvements, Bond #41387968, \$135,579.40
- GT Property Development, LLC, Gristmill Crossing Commercial Mass Grading, Bond #41387969, \$190,435.30
- GT Property Development, LLC, Gristmill Crossing, Tournament Trail, Phase 1, Bond #41403306 \$1,029,953.10, Streets, Curbs, Storm Sewer, Sidewalk, Erosion Control, Related ROW Improvements
- GT Property Development, LLC, Gristmill Crossing, Gristmill Road, Bond #41403305 \$312,723.40, Streets, Curbs, Storm Sewer, Sidewalk, Erosion Control, Related ROW Improvements

## Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Crider & Crider, Inc., Pro X Athletic Facility, Bond #MNT7664969, \$6,533.40, Storm Sewer
- Lindley Run Development, LLC, Lindley Run, Section 1, Bond #LICX1203308, \$7,833.90, ROW Improvements on 191<sup>st</sup> Street
- Lindley Run Development, LLC, Lindley Run, Section 1, Bond #LICX1203309, \$155,908.64, Streets, Curbs, & Storm Sewer
- GT Property Development, Gristmill Road, Bond #PR2715093, \$12,427.10, Storm Sewer
- GT Property Development, Gristmill Road, Bond #PR2715095, \$825.10, Erosion Control
- GT Property Development, Gristmill Road, Bond #PR2715094, \$172.50, Sidewalks
- GT Property Development, Gristmill Road, Bond #PR2715092, \$12,815.60, Streets & Curbs
- GT Property Development, Gristmill Crossing: Tournament Trail (Phase One), Bond #PR2715091, \$2,978.50, Erosion Control
- GT Property Development, Gristmill Crossing: Tournament Trail (Phase One), Bond #PR2715090, \$172.50, Sidewalks
- GT Property Development, Gristmill Crossing: Tournament Trail (Phase One), Bond #PR2715089, \$28,248.30, Storm Sewer
- GT Property Development, Gristmill Crossing: Tournament Trail (Phase One), Bond #PR2715088, \$48,313.80, Streets & Curbs

## Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- **NONE**

## Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letter of Credit for the requested developments:

- Woodbury Ridge, Phase 2, LOC #171210, \$9,020.00, Erosion Control

## Cash In Lieu/Development Agreement

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Development Agreement (Cash in Lieu) for the requested developments:

- NONE



**Board of Works**

Andy Cook  
Randy Graham  
Jim Ake

**Clerk Treasurer**

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: March 24, 2021

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for 2021 Crack Sealing project for the amount of \$61,000. Quotes were submitted on March 17, 2021, and all of the paperwork is in order.

---

Randy Graham

---

Jim Ake

---

Andy Cook

**Public Works Department**

(317) 804-3100 office  
(317) 804-3190 fax

2706 East 171st Street  
Westfield, IN 46074  
[westfield.in.gov](http://westfield.in.gov)



**Board of Works**

Andy Cook  
Randy Graham  
Jim Ake

**Clerk Treasurer**

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: March 24, 2021

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for 2021 Concrete Patching project for the amount of \$74,280. Quotes were submitted on March 14, 2021, and all of the paperwork is in order.

---

Randy Graham

---

Jim Ake

---

Andy Cook

**Public Works Department**

(317) 804-3100 office  
(317) 804-3190 fax

2706 East 171st Street  
Westfield, IN 46074  
[westfield.in.gov](http://westfield.in.gov)

## ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

### For Office Use Only

Permit Number \_\_\_\_\_  
Expires \_\_\_\_\_  
Permit Fee \_\_\_\_\_  
Fee Waived \_\_\_\_\_

Application Date: 3/3/2021 Estimated Completion Date: 05/31/2021  
Work Address: 156th and Towne Rd Subdivision: \_\_\_\_\_

Name of Contractor/Utility: \_\_\_\_\_  
Duke Energy  
Address: 100 S. Mill Creek Rd  
City: Noblesville State: IN Zip: 46062  
Phone: 317-776-5351 Fax: \_\_\_\_\_  
Email: william.ferrell@duke-energy.com

Name of Sub-Contractor: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

LOCATION: ☒ Street ☐ Alley ☐ Sidewalk ☒ Shoulder/Berm IUPPS Number: \_\_\_\_\_

TYPE: ☐ Cut ☐ Bore ☐ Trench ☒ Other ☒ New Construction ☒ Existing Construction  
☐ Water ☐ Gas ☒ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: installation of 3ph Overhead power and installation of power poles at Towne Rd along 156th St  
see attached prints WO 37598645-ckt 1293

*\*Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

### SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: \_\_\_\_\_ Width: \_\_\_\_\_ Depth Within Lanes: \_\_\_\_\_

Sidewalk: Length: \_\_\_\_\_ Width: \_\_\_\_\_ Depth Within Sidewalk: \_\_\_\_\_

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

### TRAFFIC PORTION AFFECTED BY PERMIT

Width: 8 Length: 16 # of Lanes: 1 # of Lanes to be Closed: \_\_\_\_\_ # of Hours Closed: \_\_\_\_\_

Vehicles/equipment left on site unattended? ☐ Yes ☒ No Unattended for: \_\_\_\_\_ weekdays \_\_\_\_\_ weekends

## TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. **All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.**
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: William Ferrell

Digitally signed by William Ferrell  
Date: 2019.11.20 13:13:05 -05'00'

Title: Engineering Technologist II

Printed Name: William Ferrell

Date: 3/3/2021

Company Name: Duke Energy

Phone Number: 317-349-3634

### For Office Use Only:

Traffic Control Personnel: YES NO      Uniform Police: YES NO      Number of Personnel Necessary: \_\_\_\_\_

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

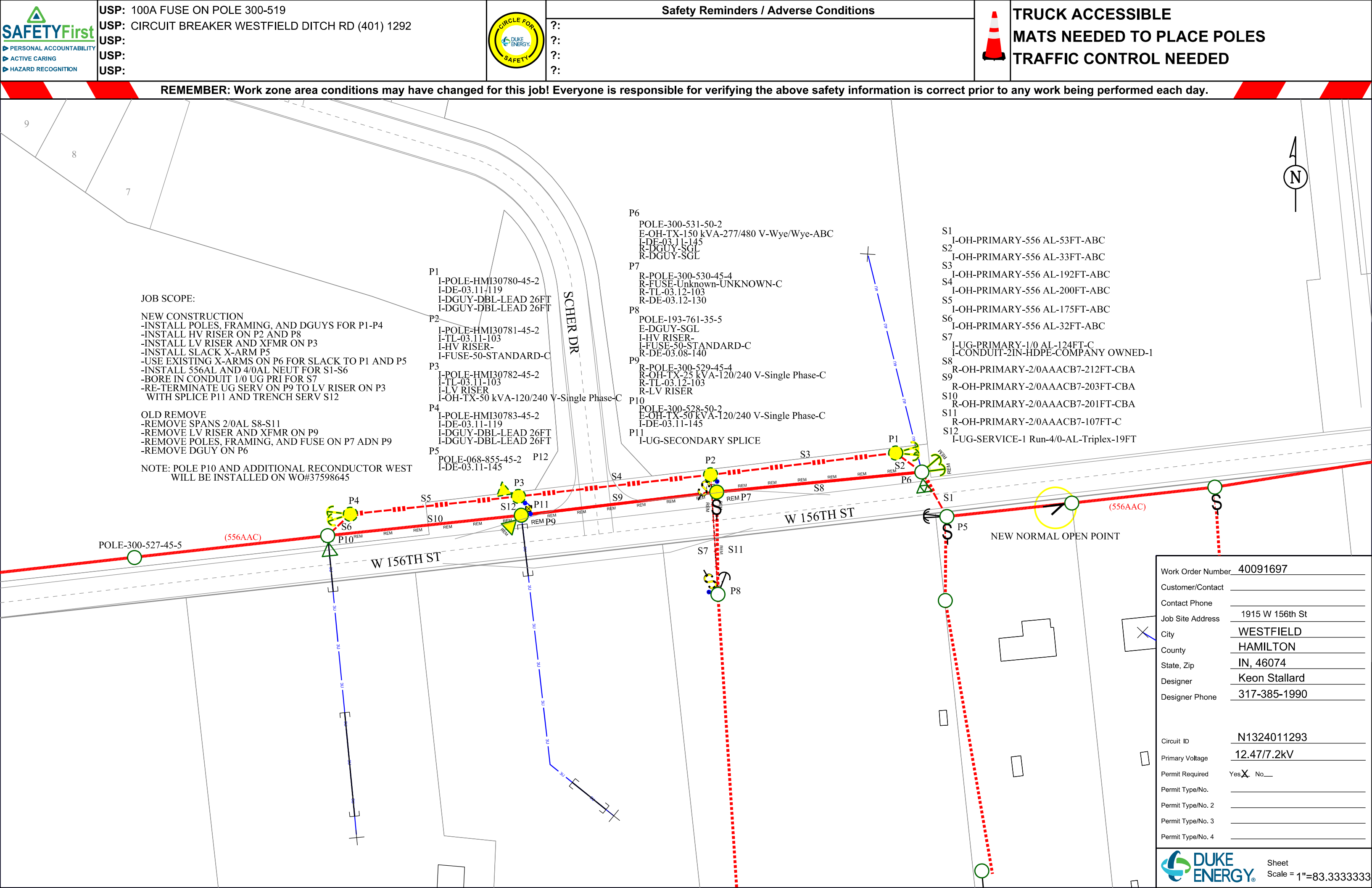
Type of materials and methods used to close or repair open cuts shall conform to Attachment A.  
If another method has been pre-approved, please list below:

\_\_\_\_\_

\_\_\_\_\_  
Director/or his representative

\_\_\_\_\_  
Project Manager/when applicable

\_\_\_\_\_  
Date Approved



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

JOB SCOPE:

NEW CONSTRUCTION

- INSTALL POLES, FRAMING, AND DGUYs FOR P1-P4
- INSTALL HV RISER ON P2 AND P8
- INSTALL LV RISER AND XFMR ON P3
- INSTALL SLACK X-ARM P5
- USE EXISTING X-ARMS ON P6 FOR SLACK TO P1 AND P5
- INSTALL 556AL AND 4/0AL NEUT FOR S1-S6
- BORE IN CONDUIT 1/0 UG PRI FOR S7
- RE-TERMINATE UG SERV ON P9 TO LV RISER ON P3 WITH SPLICE P11 AND TRENCH SERV S12

OLD REMOVE

- REMOVE SPANS 2/0AL S8-S11
- REMOVE LV RISER AND XFMR ON P9
- REMOVE POLES, FRAMING, AND FUSE ON P7 ADN P9
- REMOVE DGUY ON P6

NOTE: POLE P10 AND ADDITIONAL RECONDUCTOR WEST WILL BE INSTALLED ON WO#37598645

P1  
I-POLE-HMI30780-45-2  
I-DE-03.11-119  
I-DGUY-DBL-LEAD 26FT  
I-DGUY-DBL-LEAD 26FT

P2  
I-POLE-HMI30781-45-2  
I-TL-03.11-103  
I-HV RISER-  
I-FUSE-50-STANDARD-C

P3  
I-POLE-HMI30782-45-2  
I-TL-03.11-103  
I-LV RISER  
I-OH-TX-50 kVA-120/240 V-Single Phase-C

P4  
I-POLE-HMI30783-45-2  
I-DE-03.11-119  
I-DGUY-DBL-LEAD 26FT  
I-DGUY-DBL-LEAD 26FT

P5  
POLE-068-855-45-2  
I-DE-03.11-145

P12

P6  
POLE-300-531-50-2  
E-OH-TX-150 kVA-277/480 V-Wye/Wye-ABC  
I-DE-03.11-145  
R-DGUY-SGL  
R-DGUY-SGL

P7  
R-POLE-300-530-45-4  
R-FUSE-Unknown-UNKNOWN-C  
R-TL-03.12-103  
R-DE-03.12-130

P8  
POLE-193-761-35-5  
E-DGUY-SGL  
I-HV RISER-  
I-FUSE-50-STANDARD-C  
R-DE-03.08-140

P9  
R-POLE-300-529-45-4  
R-OH-TX-25 kVA-120/240 V-Single Phase-C  
R-TL-03.12-103  
R-LV RISER

P10  
POLE-300-528-50-2  
E-OH-TX-50 kVA-120/240 V-Single Phase-C  
I-DE-03.11-145

P11  
I-UG-SECONDARY SPLICE

S1  
I-OH-PRIMARY-556 AL-53FT-ABC  
S2  
I-OH-PRIMARY-556 AL-33FT-ABC  
S3  
I-OH-PRIMARY-556 AL-192FT-ABC  
S4  
I-OH-PRIMARY-556 AL-200FT-ABC  
S5  
I-OH-PRIMARY-556 AL-175FT-ABC  
S6  
I-OH-PRIMARY-556 AL-32FT-ABC  
S7  
I-UG-PRIMARY-1/0 AL-124FT-C  
I-CONDUIT-2IN-HDPE-COMPANY OWNED-1  
S8  
R-OH-PRIMARY-2/0AAACB7-212FT-CBA  
S9  
R-OH-PRIMARY-2/0AAACB7-203FT-CBA  
S10  
R-OH-PRIMARY-2/0AAACB7-201FT-CBA  
S11  
R-OH-PRIMARY-2/0AAACB7-107FT-C  
S12  
I-UG-SERVICE-1 Run-4/0-AL-Triplex-19FT

|                   |                                                                     |
|-------------------|---------------------------------------------------------------------|
| Work Order Number | 40091697                                                            |
| Customer/Contact  |                                                                     |
| Contact Phone     |                                                                     |
| Job Site Address  | 1915 W 156th St                                                     |
| City              | WESTFIELD                                                           |
| County            | HAMILTON                                                            |
| State, Zip        | IN, 46074                                                           |
| Designer          | Keon Stallard                                                       |
| Designer Phone    | 317-385-1990                                                        |
| Circuit ID        | N1324011293                                                         |
| Primary Voltage   | 12.47/7.2kV                                                         |
| Permit Required   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Permit Type/No.   |                                                                     |
| Permit Type/No. 2 |                                                                     |
| Permit Type/No. 3 |                                                                     |
| Permit Type/No. 4 |                                                                     |





IN THE HAMILTON COUNTY SUPERIOR COURT NO. 4  
STATE OF INDIANA

|                             |   |                                |
|-----------------------------|---|--------------------------------|
| CITY OF WESTFIELD, INDIANA, | ) | CAUSE NO. 29D04-2008-PL-005725 |
|                             | ) |                                |
| Plaintiff,                  | ) |                                |
|                             | ) |                                |
| v.                          | ) |                                |
|                             | ) |                                |
| WESTFIELD, LLC,             | ) |                                |
|                             | ) |                                |
| Defendant.                  | ) |                                |

**AGREED FINDINGS AND JUDGMENT**

Plaintiff, City of Westfield, Indiana (“Condemnor”), by counsel Brian J. Zaiger, and Westfield, LLC (“Defendant”), by counsel Thomas F. Bedsole and Jenai M. Brackett, now jointly move the Court for judgment in this case. The Court, having examined the pleadings and being duly advised, now finds:

1. The Condemnor filed *Plaintiff’s Action for Condemnation of Real Property* (the “Complaint”) on or about August 19, 2020, seeking to acquire fee simple right of way of the real estate owned by Defendant, as more particularly described and as depicted in Exhibit A attached to the Complaint, but shall specifically not include or restrict Defendant’s right of access across the real estate for purposes of accessing 169<sup>th</sup> Street (the property interests to be appropriated shall hereinafter be referred to as the “Real Estate Interests”), and which are attached and incorporated by reference.

2. The Complaint complies with Indiana eminent domain law, and all Defendants were properly served with the Complaint and with the *Summons and Notice of Appropriation of Real Estate* according to applicable statute.

3. Defendant appeared by counsel, Thomas F. Bedsole and Jenai M. Brackett on or about October 1, 2020.

4. No objections have been filed to this proceeding under Ind. Code § 32-24-1-8.
5. The Parties to this Agreed Findings and Judgment agree that the Condemnor has the right and authority to appropriate the Real Estate Interests.
6. The Parties agree that the Court has personal jurisdiction over the Parties and subject matter jurisdiction over the issues raised in the Complaint.
7. On or about October 16, 2020, the Parties settled this case through negotiation.
8. The Parties have reached an agreement to settle this matter for the total just compensation amount of Thirty-Four Thousand Three Hundred Fifty-Four Dollars (\$34,354.00) (the “Compensation”). The Parties agree that the Compensation represents the total fair market value and damages that Defendants are entitled to receive under Ind. Code § 32-24-1-9.
9. Plaintiff shall indemnify the Defendant for any damage or injury to any person or property arising from or related to any use of Defendant’s property relating to construction activities on the Real Estate Interests.
10. The Parties agree that the Condemnor shall hold all right, title and interest in fee simple title to the Real Estate Interests sought in the Condemnor’s Complaint and described and depicted in Exhibit A thereto beginning immediately upon the execution of this agreement.
11. The Parties hereby agree that (1) the Condemnor has the right to appropriate the Real Estate Interests owned by Defendant in this matter (2) the Condemnor has the authority to appropriate the Real Estate Interests, (3) the Court has personal jurisdiction over each of the Parties to this case, as well as subject matter jurisdiction over the appropriation of the Real Estate Interests, and (4) the Real Estate Interests described in this Agreed Findings and Judgment are hereby appropriated by the Condemnor as set forth in these Agreed Findings and Judgment.

12. The Parties agree that Defendants' interests in the Real Estate Interests shall pass to the Condemnor on December 31, 2020, and upon the Court's approval of this *Agreed Findings and Judgment* and payment of the Compensation by the Condemnor to the Clerk of the Court.

13. All parties who requested a jury trial in this case withdraw said requests, and there being no trial, no party herein is entitled to pre or post judgment interest, or attorney's fees.

14. Since the Parties have settled, all dates on the Court's calendar associated with this matter are vacated.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Condemnor has the right and authority to appropriate the interests in the Real Estate Interests described and depicted in the attached Exhibit A, owned by the Defendant; FINDS that this Court has personal jurisdiction over the parties and subject matter jurisdiction over the issues raised in the Complaint; and FINDS that this settlement is fair and in the best interests of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Real Estate Interests described and depicted in the attached Exhibit A are hereby appropriated by the Condemnor as set forth herein, and all of Westfield, LLC's fee simple interests, rights of possession, and liens in and to said Real Estate Interests shall pass free and clear to the Condemnor on the date of this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Condemnor shall hold all right, title and interest in fee simple title to the Real Estate Interests sought in the Condemnor's Complaint, all as described and depicted in Exhibit A, beginning on December 31, 2020.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendants shall recover total just compensation for the Condemnor's appropriation in the amount

of Thirty-Four Thousand Three Hundred Fifty-Four Dollars (\$34,354.00), in full satisfaction of all of the Defendants' claims in this case.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all requests for a jury trial in this case are withdrawn and there being no trial, no party herein is entitled to attorney's fees or interest.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Condemnor is hereby ordered to deposit the sum of Thirty-Four Thousand Three Hundred Fifty-Four Dollars Dollars (\$34,354.00) with the Clerk of the Court for the benefit of Westfield, LLC, which equals the total amount of just compensation of Thirty-Four Thousand Three Hundred Fifty-Four Dollars (\$34,354.00) in full satisfaction of this judgment and any and all of the Westfield, LLC Defendant's claims in this case. Upon receipt of said amount from the Condemnor, the Clerk of the Court shall issue payment in the sum of Thirty-Four Thousand Three Hundred Fifty-Four Dollars (\$34,354.00) by sending a check made payable to the Defendant, Westfield, LLC, to its counsel, Thomas F. Bedsole and Jenai M. Brackett, Frost Brown Todd LLC, 201 North Illinois St., #1900, P.O. Box 44961, Indianapolis, IN 46244.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk shall promptly send two (2) certified copies of this Agreed Findings and Judgment to the undersigned Brian J. Zaiger who, upon receipt, shall forward with a completed Indiana Sales Disclosure Form to the Hamilton County Assessor to be reviewed and forwarded to the Auditor and Recorder of Hamilton County, Indiana; that said Auditor shall remove the above-described fee simple interest in real estate and real estate interests from the tax records and rolls of Hamilton County and cancel 2021 and subsequent years' taxes thereon; and that said Auditor shall submit evidence of the property duly entered for transfer, by United States mail, to the undersigned Brian J. Zaiger; and

(2) that said Recorder shall, pursuant to IC 8-23-7-31 and without payment of fee, record the above-described real estate to the Condemnor; and that the Recorder shall submit evidence of that recorded transfer, by United States mail, to Brian J. Zaiger.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Condemnor and the Defendants have reached a settlement in this case, and as a result, all dates established by this Court are vacated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TAFT, STETTINIUS & HOLLISTER, LLP

By: \_\_\_\_\_

Chou-il Lee, #21183-53  
1 Indiana Square, Suite 3500  
Indianapolis, IN 46204  
317-713-3519  
clee@taftlaw.com

*Attorney for Plaintiff, City of Westfield,  
Indiana*

FROST BROWN TODD LLC

By: \_\_\_\_\_

Thomas F. Bedsole, #15980-49  
Jenai M. Brackett, #30025-49  
201 N. Illinois Street, Suite 1900  
P.O. Box 44961  
Indianapolis, IN 46244-0961  
317-237-3800  
Fax: 317-237-3900  
tbedsole@fbtlaw.com  
jbrackett@fbtlaw.com

*Attorneys for Defendant, Westfield, LLC*

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Judge, Hamilton Superior Court 4

**EXHIBIT A – 2 PAGES**

**Legal Description of the Acquisition**

Project: 169<sup>th</sup> Street Trail  
Parcel: 1 Fee Simple  
Form: WD-1  
Key No.: 29-09-01-000-016.000-015

Sheet 1 of 1

A part of the North Half of the Southeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing from the southeast corner of said half-quarter section; thence South 87 degrees 23 minutes 14 seconds West 1,232.64 feet along the south line of said half-quarter section; thence South 87 degrees 22 minutes 40 seconds West 1,113.03 feet along said south line to the prolonged northwest boundary of US 31 and point of beginning of this description; thence South 87 degrees 22 minutes 40 seconds West 203.08 feet along said south line to the southwest corner of grantor's land; thence North 0 degrees 02 minutes 25 seconds West 50.05 feet along the west line of the grantor's land; thence North 87 degrees 22 minutes 40 seconds East 227.18 feet to the northwest boundary of said US 31; thence South 25 degrees 10 minutes 27 minutes West 56.52 feet along the boundary of said US 31 to the point of beginning and containing 0.247 acres, more or less, inclusive of the presently existing right of way, which contains 0.071 acres, more or less.



This description was prepared for the  
City of Westfield on the 1st day of  
April, 2020

by

A handwritten signature in black ink, appearing to read "Valarry M. Goldfeder", written over a horizontal line.

Valarry M. Goldfeder  
Indiana Registered Surveyor  
License Number LS2140002

# Parcel Plat

SHEET 1 OF 1

## RIGHT-OF-WAY PARCEL PLAT PREPARED FOR THE CITY OF WESTFIELD, INDIANA

PARCEL: 1  
PROJECT: 169TH ST. TRAIL  
ROAD: 169TH ST. TRAIL  
COUNTY: HAMILTON  
SECTION: 1  
TOWNSHIP: 18 N.  
RANGE: 3 E.

OWNER: WESTFIELD LLC, an Indiana Limited Liability Co.  
INSTRUMENT NO. 199909972869 DATED: 12/20/99  
INSTRUMENT NO. 200500008551 DATED: 1/31/05  
CAUSE NO. 29C01-1212-PL-012414 DATED: 3/1/13  
CAUSE NO. 29D04-1303-MI-002050 DATED: 3/1/13

DRAWN BY: J. HENRY 3/11/2020  
CHECKED BY: P. McALLISTER 3/18/2020

 Hatched area is the approximate taking.

Dimensions shown below are from the above listed record documents.  
Centerline stationing tic marks are shown at 50 foot intervals.

0 50' 100'  
SCALE: 1" = 50'



*Valarry M. Goldfeder*  
Valarry M. Goldfeder, PS  
Professional Surveyor No. 21400002  
State of Indiana

4-1-2020  
Date

MONON RAILROAD

1,379.4'

Tax Key:  
29-09-01-000-016.000-015

Electric Line Easement  
In favor of Duke Energy

Residue "A"

SOLD OFF

12' Easement for Water, Sewer & Utility Lines  
In favor of the City of Westfield

R/W

US 31

56' Electric Pole Line  
Easement  
In favor of  
Public Service  
Company of  
Indiana, INC.

203.08'  
276.36'

169TH STREET

73.28'

158.87'

566.22'

453.42'

554.51'

SE COR.  
N 1/2  
SE 1/4

2,290.78'  
2,272.39'

This plat was prepared from information obtained from the recorder's office  
and other sources which were not necessarily checked by a field survey.

0125245.0735470 4825-2797-1541v1

## **ROAD IMPACT FEE AGREEMENT**

This ROAD IMPACT FEE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Westfield, Indiana, ("City") and Lennar Homes of Indiana, Inc., a Delaware corporation ("Developer") (collectively, the "Parties") as follows:

**WHEREAS**, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

**WHEREAS**, the development community desires to assist the City in its efforts to improve the Westfield road network and associated infrastructure;

**WHEREAS**, as part of the development of Westgate as depicted in the attached **Exhibit A** ("Development"), road impact fees are required to be paid to the City by the Developer in accordance with Ordinance 17-43;

**WHEREAS**, the City desires the Developer to construct 171<sup>st</sup> Street through the Westgate neighborhood ("Improvement");

**WHEREAS**, Developer desires to accommodate Westfield's request for the Improvement in exchange for road impact fee credit or reimbursement ("RIF Credits") associated with the Development;

**NOW, THEREFORE**, in consideration of the mutual obligations that all Parties deem sufficient, and incorporating the above recitals as if fully restated, the Parties agree:

- 1) Developer shall, at the Developer's sole expense, construct 171<sup>st</sup> Street through the Westgate neighborhood depicted in **Exhibit A**, consistent with the City's prescribed measure for construction for this roadway. The Improvement shall be subject to any applicable permits, financial guarantees, and inspections by the City.
- 2) Developer shall dedicate the Improvement to the City at no cost to the City prior to being eligible for RIF reimbursement.
- 3) Developer shall provide all receipts and an itemized account of expenses to support the total cost for the acquisition of the Real Estate and construction of the Improvements to Westfield.

- 4) Any building permits issued within the Development will be assessed the applicable road impact fee. However, within thirty (30) days of the dedication of the Improvement, the City shall issue a RIF Credit to Developer in the amount equal to the actual cost to construct the Improvement to 171<sup>st</sup> Street as depicted in the attached **Exhibit B** ("Improvement Cost"), but not to exceed the amount assessed within the Development.
- 5) Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

**If to the City:**

City of Westfield  
Attn: Jeremy Lollar,  
Director of Public Works  
2706 East 171<sup>st</sup> Street  
Westfield, IN 46074

With a copy to:

Taft Stettinius & Hollister LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204  
Attn: Blake Burgan

**If to Developer:**

Lennar Homes of Indiana, Inc.  
[ADD ADDRESS]

- 6) On \_\_\_\_\_, the City of Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

**Lennar Homes of Indiana, Inc.**

**City of Westfield,  
Hamilton County, Indiana**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Jeremy Lollar, Director

Title: \_\_\_\_\_

Public Works Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
WESTFIELD AND HAMILTON COUNTY CONCERNING  
THE ISSUANCE OF BONDS AND PAYMENT OF EXPENSES  
FROM THE VILLAGE PARK ECONOMIC DEVELOPMENT AREA

This Interlocal Agreement entered into by and among the Board of Commissioners of Hamilton County, and the Hamilton County Council, acting on behalf of Hamilton County, Indiana, ("the County"); the Hamilton County Redevelopment Commission ("the Commission"); and the Common Council and the Board of Public Works and Safety on behalf of the City of Westfield ("the City").

WITNESS THAT:

WHEREAS, the Hamilton County Redevelopment Commission ("Commission") on the 15th day of August, 1989, passed a Declaratory Resolution No. 8-15-89, which established the Village Park, Washington Township, Economic Development Area ("the Area"); and,

WHEREAS, the Commission, acting on behalf the County, subsequently issued its Redevelopment District Tax Increment Revenue Bonds of 1990, dated June 1, 1991, ("the 1990 Bonds"); and,

WHEREAS, the 1990 Bonds were subsequently refunded by the Commission through issuance of its Redevelopment District Tax Increment Refunding Revenue Bonds of 1993, dated June 1, 1993, ("the Refunding Bonds"), which Refunding Bonds have been paid in full; and,

WHEREAS, since the time of the creation of the Area, the Town of Westfield, as the predecessor of the City of Westfield, annexed all of the real estate within the Area; and,

WHEREAS, Indiana Code 36-7-14-3.5, provides that after the final date of an annexation by a municipality, a county redevelopment commission may not issue bonds payable from allocated property tax proceeds from an allocation area unless the legislative body of the municipality adopts an ordinance permitting the issuance of bonds and use of the allocated property tax proceeds from the area to pay the bonds; and,

WHEREAS, pursuant to an Interlocal Agreement among the Town of Westfield, the Hamilton County Redevelopment Commission, and the County, the Redevelopment Commission issued its Hamilton County (Indiana) Redevelopment District Tax Increment Revenue Bonds of 2005 ("the 2005 Bonds") to fund the construction of certain public infrastructure serving and benefiting the Area; and,

WHEREAS, the principal and interest on the 2005 Bonds are paid from tax increment collected from the Area; and,

WHEREAS, the Bond Resolution authorizing the issuance of the 2005 Bond permits the issuance of parity bonds payable from tax increment generated from the Area; and,

WHEREAS, on April 1, 1999, the Hamilton County Redevelopment Authority issued its Hamilton County Redevelopment Authority County Option Income Tax Lease Rental Bonds of 1999 ("the 1999 Bonds") in the amount of Forty-one Million Four Hundred Seventy Thousand Dollars (\$41,470,000) to construct 146<sup>th</sup> Street from Springmill Road to State Road 31, including the 146<sup>th</sup> Street Bridge over U.S. 31 ("the 146<sup>th</sup> Street Project"), which project is in or physically connected to the Area; and,

WHEREAS, the 1999 Bonds have been refunded by the Hamilton County, Indiana County Option Income Tax Refunding Revenue Bonds of 2005 ("the 2005 146<sup>th</sup> Street Bonds"), and the 2005 146<sup>th</sup> Street Bonds have an annual scheduled principal and interest payment of over Three Million Dollars (\$3,000,000) per year through the 2019 tax collection year; and,

WHEREAS, pursuant to Indiana Code 36-7-14-39(b)(2)(D) tax increment from an allocation area (as defined in Indiana Code 36-7-14-39(a)) may be used to pay the principal of and interest on bonds issued by the County for local public improvements located within or physically connected to an allocation area and partial payments toward the 2005 146<sup>th</sup> Street Bonds are therefore a permitted use of tax increment from the Area; and,

WHEREAS, Indiana Code 36-7-14-39(b)(3), provides that a redevelopment commission, before July 15th of each year, may determine the amount of assessed value which will be needed to produce property taxes necessary to make payments of principal and interest on the bonds and to pay other permitted expenses of the Commission; and,

WHEREAS, the City is desirous of entering into an Agreement with the County and the Commission for the Commission to issue bonds in an amount not to exceed Seven Million Seven Hundred Thousand Dollars (\$7,700,000), the proceeds of which will be used for the Commission to pay the costs of the 2010 projects as hereinafter defined as ("the Projects"), which Projects meet the requirements of Indiana Code 36-7-14-25.1, and includes the cost of right of way, design, and construction of public infrastructure, plus all reasonable legal, accounting, advertising, bond discount, and other expenses which are normally associated with the issuance of municipal bonds.

IT IS THEREBY AGREED by and between the County and the City as follows:

1. The County agrees to initiate all procedures necessary for the County and the Commission to issue its Redevelopment District Tax Increment Revenue Bonds of 2010 ("the 2010 Bonds") in an amount no greater than Seven Million Seven Hundred Thousand Dollars (\$7,700,000) which bonds shall be paid from semi-annual principal and interest payments not to exceed Three Hundred Forty Thousand Dollars (\$340,000) from August 2010 through February 2020; and One Hundred Eighty Thousand Dollars (\$180,000) from August 2020 through February 2025, and Six Hundred Thousand Dollars (\$600,000) from August 2025, through no later than February of 2031. All tax increment from the Area after 2010 and before February of 2031 shall be irrevocably pledged to be used for payments toward the 2005 Bonds and the 2010 Bonds.

2. The Common Council agrees to pass an ordinance authorizing the issuance of the 2010 Bonds and approving the use of tax

increment collected from the Area to be used to pay principal and interest on the 2010 Bonds, the 2005 Bonds, and the 2005 146<sup>th</sup> Street Bonds, and for the other purposes set out herein.

3. The 2010 Bonds shall be issued prior to June 1, 2010, and shall be fully amortized on or before a final payment in February of 2031.

4. The Commission shall, on or before June 15<sup>th</sup> of each year issue instruction to the Hamilton County Auditor pursuant to Indiana Code 36-7-14-39(b)(3) that the Commission shall receive the tax increment from at least seventy-five percent (75%) of the assessed value from the Area. However, the Common Council may request said percentage to be increased in years after the 2011 tax collection year by delivering a Resolution of the Common Council to the Commission requesting the percentage of the increment to be increased. The Resolution shall be delivered to the Hamilton County Auditor prior to June 1<sup>st</sup> and shall be in the form attached as Exhibit A. Upon receipt the Commission's authorized representative shall issue instruction to the Auditor to increase the amount of the assessment captured from the Area. The Commission shall use the tax increment collected from the Area to pay the following:

- a. Payment of the principal and interest on the 2005 Bonds and 2010 Bonds.
- b. Reimbursement of any previous draws made upon the debt service reserve funds established by the resolutions authorizing the issuance of the 2005 Bonds or 2010 Bonds.
- c. Payment to the Commission of at least Three Hundred Thousand Dollars (\$300,000) per year for the Commission to pay part of the principal and interest on the 2005 146<sup>th</sup> Street Bonds through the 2019 tax collection year.

- d. All tax increment in excess of the amounts set out in Sections 4a, 4b, and 4c above shall be deposited in the Village Park Economic Development Area Allocation Fund ("the Allocation Fund") created by Indiana Code 36-7-14-39(b)(2). The Allocation Fund shall be used by the Commission to pay the costs of design, right of way acquisition, or construction of local road improvements on the west side of U.S. 31, between Greyhound Pass and 161<sup>st</sup> Street, which improvements serve and will benefit the Area by enhancing traffic flows from the west side of U.S. 31 to the Area.

If the County Auditor, reasonably believes that the increment collected from the seventy-five percent (75%) of the assessed value within the Area will be insufficient to pay the above amounts, the President, or Secretary of the Commission before June 15<sup>th</sup> of each year shall instruct the Auditor to increase the amount of the assessed value captured by the Commission in the subsequent year from seventy-five percent (75%) of the assessed value, to an amount necessary to generate tax increment from the Area to pay all of the costs listed in Section 4 above.

The tax increment from the Area shall first be used the costs in Section 4a with the balance of the costs being paid in the order listed in this Sections 4b, 4c, and 4d.

5. The Auditor shall administer the tax increment in accordance with Indiana Code 36-7-14, and Indiana Code 36-7-25; the requirements imposed by the documents necessary to issue the 2005 Bonds, the 2010 Bonds; and this Interlocal Agreement.

6. The proceeds of the 2010 Bonds to be issued by the Commission shall be used to pay the costs of the following Project in the following priority:

- a. Payment of all accounting, legal, rating agency, underwriting, and other issuance costs normally incurred for the issuance of municipal bonds.
- b. Funding a debt service reserve fund in an amount recommended by the County's financial advisor.
- c. A capitalized interest fund to pay all interest due on the 2010 Bonds through February of 2011, which funds shall be maintained by the Hamilton County Auditor.
- d. Payment to the contractor selected by Hamilton County to construct a multi-use bridge for the Monon Trail over 146<sup>th</sup> Street, ("the Bridge Project") an amount equal to eighty percent (80%) of one-third ( $1/3$ ), (or 26.4%), of the local matching funds (estimated at approximately (\$160,000) to pay part of the construction, construction inspection, and utility relocation costs of the Bridge Project, which Project will connect the existing multi-use paths on both sides of 146<sup>th</sup> Street and will enhance alternate transportation access to the Area, all to the benefit of the economic development within the Area. This payment shall be the City's full contribution to the Bridge Project.
- e. The payment of design costs, right of way costs, utility relocation expenses, construction inspection costs, and construction costs of an East Access Road, a new three-lane roadway beginning at a point approximately 1,025 feet east of the intersection of Greyhound Pass and US 31 and extending north to approximately 1,200' east of the intersection of 151<sup>st</sup> Street and US 31, including

either a signalized or roundabout intersection at Greyhound Pass and a roundabout intersection at 151st Street, including a new entrance into Cool Creek Park. The roadway will include combined concrete curb and gutter, a 10' HMA multi-use path, storm water inlets, and a gravity storm sewer system. The project also includes the resurfacing 151<sup>st</sup> Street from Thatcher to Bridlewood Road and installation of a 10'-wide HMA path along the South side of 151<sup>st</sup> Street from East Access Road to the Cool Creek bridge within exiting right-of-way ("the 2010 Project").

7. Upon issuance of the 2010 Bonds, the Hamilton County Auditor shall transfer bond proceeds into the appropriate accounts to pay the costs defined in Section 6a, 6b, 6c, and 6d above. The balance of the 2010 Bond proceeds shall be transferred to a corporate trustee and deposited into a construction fund ("the Construction Fund") to be used to pay the costs of the 2010 Project.

8. Upon either the payment of all of the costs of the 2010 Project, or certification by the City's Consulting Engineer that there are sufficient funds in the Construction Fund to pay all of the costs of the 2010 Project, the balance of the Construction Fund may be used by the City to pay the costs of design, right of way, or construction of local street or road improvements on the west side of U.S. 31, between Greyhound Pass and 156<sup>th</sup> Street, which improvements serve and will benefit the Area by enhancing traffic flows from the west side of U.S. 31 to the Area.

9. The City shall select such engineers and design professionals as are necessary to design and inspect the construction of the 2010 Project. The City shall be responsible for receiving bids and awarding the contracts for the design, inspection, and construction of the Project.

10. The parties agree that notwithstanding any statute to the contrary, neither the City nor the County will take any steps to issue any bonds, other than the 2005 and 2010 Bonds, payable from tax increment from the Area without an Interlocal Agreement between the City and the County. The parties further agree that all assessed value in the Area after the tax year 2019, above the amount necessary to pay the payments required by the 2005 and 2010 Bonds, shall be allocated to the respective underlying taxing units unless there is an Interlocal Agreement between the City and the County providing to the contrary.

11. The parties agree that in the event it is determined that there will be financial benefit to the refunding, or the advance refunding, of either the 2005 Bonds, the 2010 Bonds, or both, the parties shall take all steps necessary to refund the Bonds. The parties agree that any extra bond proceeds derived from any refund may be used to pay the costs of any public transportation project serving and benefiting the Area or be used to reduce the amount of tax increment paid to the Commission resulting in an increased assessed value from the Area to be allocated to the respective taxing units.

12. In the event there are any disputes arising under this Agreement, those disputes shall initially be discussed in a settlement conference to be held among the following: the Mayor of the City; one (1) member of the City Council; the City Attorney; two (2) members of the Board of Commissioners; and the County Attorney. If there is no resolution of the dispute at the settlement conference, the dispute shall be submitted to mediation, pursuant to the Rules of Alternative Dispute Resolution prior to initiating litigation. In the event that the parties cannot agree on an acceptable mediator, a mediator shall be appointed by the Judge of the Circuit Court of Hamilton County.

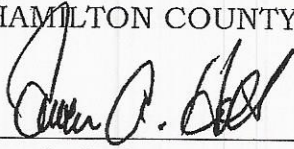
13. The parties agree to take all steps necessary to implement the terms and conditions of this Agreement, including the passage of such resolutions and ordinances as are necessary to issue the 2010

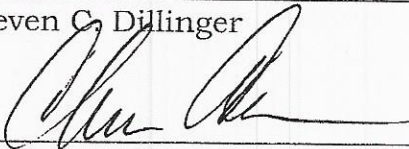
Bonds and to further implement the terms and conditions of this Agreement.

ALL OF WHICH IS AGREED by and between the Board of Commissioners of Hamilton County and the Hamilton County Council, acting on behalf of Hamilton County, Indiana, ("the County"), the Hamilton County Redevelopment Commission ("the Commission") and the Common Council and the Board of Public Works and Safety of the City of Westfield on the dates set out herein.

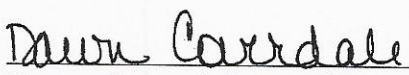
BOARD OF COMMISSIONERS  
OF HAMILTON COUNTY

Date: 2-22-10

  
\_\_\_\_\_  
Steven A. Holt

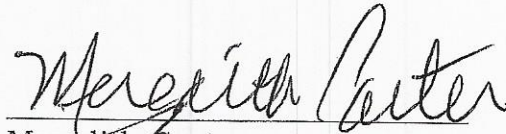
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Steven C. Dillinger  
  
\_\_\_\_\_  
Christine Altman

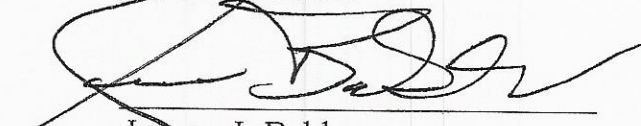
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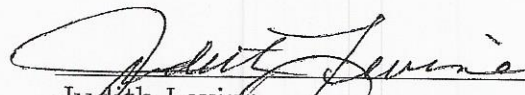
  
\_\_\_\_\_  
Dawn Coverdale, Auditor

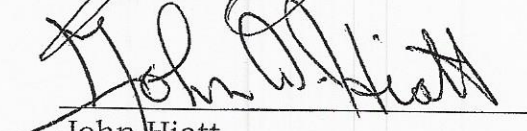
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this 03 day of March, 2010.

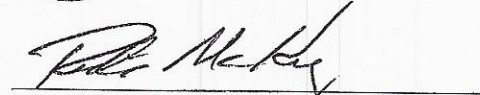
HAMILTON COUNTY COUNCIL

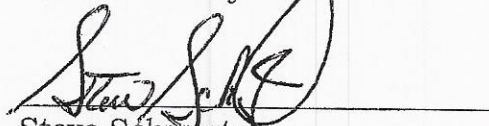
  
Meredith Carter

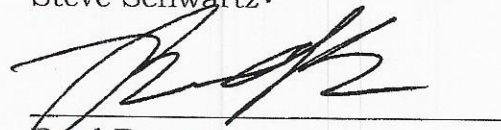
  
James J. Belden

  
Judith Levine

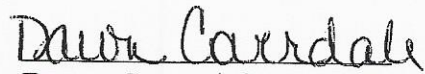
  
John Hiatt

  
Rick McKinney

  
Steve Schwartz

  
Brad Beaver

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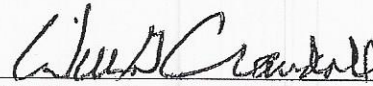
  
Dawn Coverdale, Auditor

ALL OF WHICH IS APPROVED this 5 day of March,  
2010.

HAMILTON COUNTY  
REDEVELOPMENT COMMISSION

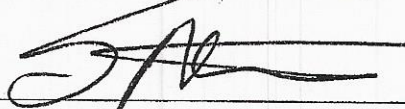


Art Levine, President

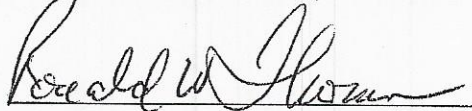


William G. Crandall, Vice President

Charlotte Swain, Secretary

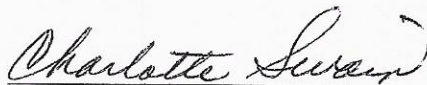


Stephen K. Andrews, Member



Ron Thomas, Member

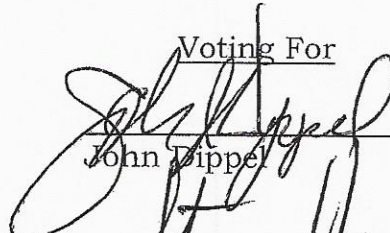
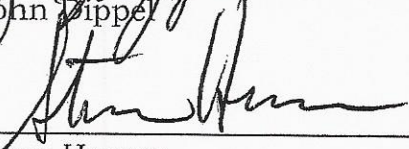
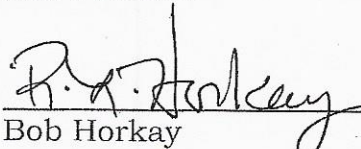
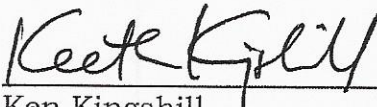
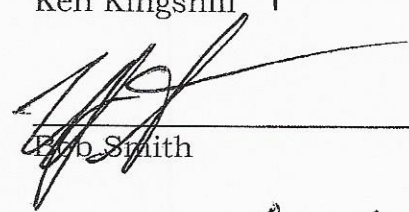
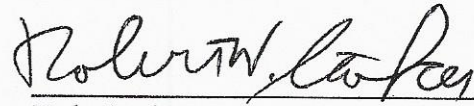
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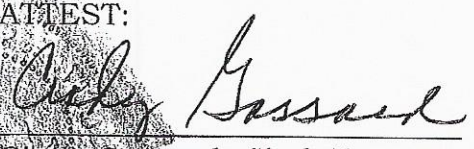
Charlotte Swain, Secretary

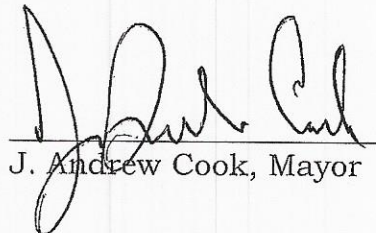
ALL OF WHICH IS APPROVED this 8 day of Feb,  
2010, by the Westfield City Council, Hamilton County, Indiana.

WESTFIELD CITY COUNCIL

| <u>Voting For</u>                                                                                   | <u>Voting Against</u> | <u>Abstain</u> |
|-----------------------------------------------------------------------------------------------------|-----------------------|----------------|
| <br>John Dippel    | John Dippel           | John Dippel    |
| <br>Steve Hoover   | Steve Hoover          | Steve Hoover   |
| <br>Bob Horkay     | Bob Horkay            | Bob Horkay     |
| <br>Ken Kingshill  | Ken Kingshill         | Ken Kingshill  |
| <br>Bob Smith     | Bob Smith             | Bob Smith      |
| <br>Thomas Smith | Thomas Smith          | Thomas Smith   |
| <br>Rob Stokes   | Rob Stokes            | Rob Stokes     |

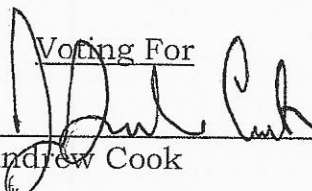
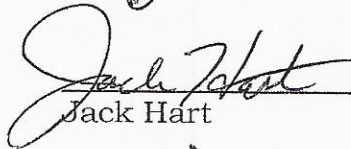
ATTEST:

  
Cindy Gossard, Clerk Treasurer

  
J. Andrew Cook, Mayor

ALL OF WHICH IS APPROVED this 18 day of Feb,  
2010, by the Westfield Board of Public Works and Safety, Hamilton  
County, Indiana.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

| <u>Voting For</u>                                                                                    | <u>Voting Against</u> | <u>Abstain</u>  |
|------------------------------------------------------------------------------------------------------|-----------------------|-----------------|
| <br>J. Andrew Cook  | J. Andrew Cook        | J. Andrew Cook  |
| <br>Jack Hart       | Jack Hart             | Jack Hart       |
| <br>Mark Heirbrandt | Mark Heirbrandt       | Mark Heirbrandt |

ATTEST

  
Cindy Gossard, Clerk Treasurer

EXHIBIT A

Resolution \_\_\_\_\_

A Resolution of the Westfield Common Council

WHEREAS, Hamilton County and the City of Westfield entered into an Interlocal Agreement concerning the issuance of bonds and payment of expenses from the Village Park Economic Development Area which was approved by this Council on the \_\_\_\_\_ of February, 2010, ("the Interlocal Agreement"); and,

WHEREAS, the Interlocal Agreement provided that the Hamilton County Redevelopment Commission would begin collecting seventy-five percent (75%) of the assessed value from the Area beginning in tax year 2011 and that the amount of increment collected from the Area could be increased upon a request of the Westfield Common Council; and,

WHEREAS, it is the desire of the Westfield Common Council to cause the Hamilton County Auditor to collect more than seventy-five percent (75%) from the Area beginning with tax year 20\_\_.

IT IS THEREBY RESOLVED by the Common Council of the City of Westfield as follows:

1. The Hamilton County Redevelopment Commission is requested to increase the amount of tax increment collected from the Village Park Economic Development Area from seventy-five percent (75%) to

\_\_\_\_\_ percent beginning  
with property taxes collected in calendar year \_\_\_\_\_  
and for each and every year thereafter through tax collection  
year 2030.

2. The additional tax increment shall be used pursuant to the terms and conditions set out in the Interlocal Agreement.
3. This Resolution is in full force and effect upon passage.
4. The Clerk Treasurer of the City is requested to cause a copy of this Resolution to be delivered to the Office of the Hamilton County Auditor on or before June 1<sup>st</sup> of this year.

ALL OF WHICH IS RESOLVED by the Common Council of the City  
of Westfield this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(signatures)

# MICHAEL A. HOWARD

Attorney at Law

694 Logan Street • Noblesville, Indiana 46060 • (317) 773.4212

howardma@aol.com • michael.howard.694@outlook.com

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## MEMORANDUM

TO: Members of the Westfield Common Council  
Members of the Westfield Board of Public Works and Safety

FROM: Michael A. Howard

DATE: February 23, 2021

SUBJECT: Hamilton County 2021 Refinancing

Hamilton County, acting through the Hamilton County Redevelopment Commission, the Hamilton County Council, and the Board of Commissioners of Hamilton County is in the process of refunding \$7,845,000 of bonds issued in 2005 and 2010 ("the Existing Bonds"). The payment of the Existing Bonds is being paid from tax increment generated from the Village Park Economic Development Area ("the EDA"). The Existing Bond payments extend through the property tax collection year of 2029. All payments on the new bonds will terminate at the same time. The existing debt service, the anticipated refunding debt service, and the gross savings from the refunding are shown on Exhibit A.

The Village Park tax increment is collected from the retail projects located on the east side of US31 between 146<sup>th</sup> and 151<sup>st</sup> Street. That district was formed in 1989, before the EDA was annexed by Westfield. Most of the bond proceeds of the Existing Bonds were used for road improvements north of 146<sup>th</sup> Street and on both sides of US 31. Most of the 2010 Bond proceeds were used by Westfield for its chosen projects near the EDA. Part of the 2010 Bonds were used to pay part of the costs of the Monon Trail Bridge over 146<sup>th</sup> Street.

The gross savings shown on Exhibits A are based upon an estimated average interest rate of 1.5%. Based on the existing interest rates and projections, we reasonably anticipate that the interest rate will be less than this rate. Obviously, the lower the rate, the higher the savings amounts will be from those estimates shown on Exhibit A.

The other reason for this refunding and lowering of the bond payments, is that the Village Park District is substantially a retail district. The Hamilton County Assessor has estimated that the pandemic could result in a reduction in the average assessed value of pure retail buildings from 25% to 30%. I, therefore, show on Exhibit B, the projected revenue reductions which could result if there is a 30% reduction in assessed value. Line B shows the reduced debt payment, the reduced TIF, and the potential future shortage. If there is a shortage, the County must use general funds to pay the shortfall.

Indiana law requires that after annexation of a County Economic Development Area by a municipality, the County may not issue bonds payable from tax increment from the EDA unless the legislative body of the municipality adopts an Ordinance permitting issuance of the bonds and the use of tax increment from the EDA to make bond payments. However, an Interlocal Agreement between the County and the Westfield Common Council on February 8, 2010, provided in Section 11 the following:

11. The parties agree that in the event it is determined that there will be financial benefit to the refunding, or the advance refunding, of either the 2005 Bonds, the 2010 Bonds, or both, the parties shall take all steps necessary to refund the Bonds.

A copy of the 2010 Interlocal Agreement is enclosed.

As shown on Exhibit A, there are substantial savings in refunding the Existing Bonds. Exhibit B shows that those savings may be needed to counter balance the lost revenue anticipated from reduction of the assessed value within the EDA.

If the projected TIF is reduced by 30%, even with the savings from the refunding, there could be a small annual shortfall. However, the financing will also continue a debt service reserve fund which should be adequate to cover any shortfall in the 9 remaining years of TIF collection.

In conclusion, the tremendous savings from this refinancing is the result of two factors. The first is the historic low interest rates on the refunding bonds. The second benefit is that by the County pledging LIT as a backup funding source, the interest rate will be lowered because of the County's bond rating. The projected Standard & Poor's rating on pure TIF Bonds is estimated at A- or less. The projected rating on the bonds with the LIT pledge is AAA.

Therefore, the County is requesting the Westfield Common Council to approve the attached Ordinance authorizing the issuance of the County's 2021 Refunding Bonds and approving the attached Interlocal Agreement. I have provided copies of this memo to the City Attorneys for their review and the Council's attorney for her review.

I will be attending your Council meeting to answer any questions which you may have.

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTFIELD  
AND HAMILTON COUNTY CONCERNING THE ISSUANCE OF BONDS  
AND THE PAYMENT OF EXPENSES FROM THE VILLAGE PARK  
ECONOMIC DEVELOPMENT AREA

This Interlocal Agreement entered into by and among the Board of Commissioners of Hamilton County, and the Hamilton County Council, acting on behalf of the Hamilton County, Indiana (the "County"); the Hamilton County Redevelopment Commission (the "Commission"); and the Common Council (the "Common Council") and the Board of Public Works and Safety on behalf of the City of Westfield, Indiana (the "City").

WITNESS THAT:

WHEREAS, the Commission on August 15, 1989, passed a Declaratory Resolution No. 8-15-89, which established the Village Park, Washington Township, Economic Development Area (the "Area"); and

WHEREAS, after the creation of the Area, the City (through its predecessor the Town of Westfield) annexed all the real estate in the Area; and

WHEREAS, on November 30, 2005, the County, for and on behalf of the Hamilton County Redevelopment District, issued Seven Million Two Hundred Ninety-Five Thousand Dollars (\$7,295,000) aggregate principal amount of the Hamilton County Redevelopment District Bonds Tax Increment Revenue Bonds of 2005 (Village Park Economic Development Area) (the "2005 Bonds"), pursuant to a resolution, adopted by the Commission on October 14, 2005; and

WHEREAS, on April 22, 2010, the County, for and on behalf of the District, issued Seven Million Fifty Thousand Dollars (\$7,050,000) aggregate principal amount of the Hamilton County Redevelopment District Bonds Tax Increment Revenue Bonds of 2010 (Village Park Economic Development Area) (the "2010 Bonds"), pursuant to a Resolution No. RC 03-05-10, adopted by the Commission on March 5, 2010; and

WHEREAS, the 2005 Bonds and the 2010 Bonds are payable from tax increment revenues from the Area pledged for such purposes pursuant to IC 36-7-14 (the "Village Park TIF Revenues"), as provided in an Interlocal Agreement, between the County and the City, dated February 8, 2010 (the "2010 Interlocal Agreement"); and

WHEREAS, Three Million Twenty-Five Thousand Dollars (\$3,025,000) aggregate principal amount of the 2005 Bonds remains outstanding on the date hereof, and Four Million Eight Hundred Twenty Thousand Dollars (\$4,820,000) aggregate principal amount of the 2010 Bonds remains outstanding on the date hereof; and

WHEREAS, Section 11 of the 2010 Agreement provides that in the event it is determined that there will be financial benefit to refunding, or advance refunding, of either the 2005 Bonds, the 2010 Bonds, or both, the City and the County shall take all steps necessary to refund the 2005 and the 2010 Bonds; and

WHEREAS, the City and the County have determined that a savings may be achieved through the refunding of the 2005 Bonds and 2010 Bonds through the issuance by the County of its Local Income Tax Revenue Refunding Bonds, Series 2021A, (the “2021 Bonds”), as authorized pursuant to Ordinance No. CC-02-03-2021, adopted by the County Council of the County on February 3, 2021 (the “Ordinance”); and

WHEREAS, the 2021 Bonds are payable the Village Park TIF Revenues as set forth in the Ordinance; and

WHEREAS, the City and the County desire to enter this Interlocal Agreement to provide for the issuance of the 2021 Bonds, payable from the Village Park TIF Revenues.

IT IS THEREBY AGREED by and between the County and the City as follows:

1. The County agrees to issue the 2021 Bonds for the purposes of refinancing the 2005 Bonds and the 2011 Bonds, including the payment of the costs of obtaining bond insurance, ratings or other credit enhancement and the costs of selling and issuing the 2021 Bonds; provided however such 2021 Bonds shall only be issued if a savings may be effected. The 2021 Bonds shall have the terms set forth in the Ordinance. The Commission shall irrevocably pledge the Village Park TIF Revenues to the payment of the 2021 Bonds.

2. The Common Council adopted an ordinance, on February 3, 2021, authorizing the issuance of the 2021 Bonds and the use of the Village Park TIF Revenues to pay the 2021 Bonds.

3. The Commission shall, on or before June 15 of each year, issue instruction to the Hamilton County Auditor, pursuant to IC 36-7-14-39(b)(3), that the Commission shall receive at least seventy-five percent (75%) of the assessed value in the Area. However, the Common Council may request that such percentage be increased by delivering to the Commission a resolution of the Common Council requesting such increase. The resolution shall be delivered to the Hamilton County Auditor by June 1 in such form as been historically used by the Common Council under the 2010 Interlocal Agreement. Upon receipt of such resolution, the Commission’s authorized representative shall instruct the Hamilton County Auditor to increase the amount of the assessment captured from the Area.

The Commission shall use the Village Park TIF Revenues to pay the following:

- (i) Payment of the principal of and interest on the 2021 Bonds; and
- (ii) Reimbursement of any previous draws upon any debt service reserve fund for the 2021 Bonds.

All Village Park TIF Revenues in excess of the amounts set out in (i) and (ii) above shall be deposited in the Village Park Economic Development Allocation Area Fund to be used for any purpose permitted by law.

If the County Auditor, reasonably believes that the increment collected from the seventy-five percent (75%) of the assessed value within the Area will be insufficient to pay the amounts in (i) and (ii) above, the President or the Secretary of the Commission before June 15 of each year shall instruct the Auditor to increase the amount of the assessed value to an amount necessary to pay the amounts in (i) and (ii) above.

4. The County Auditor shall administer the Village Park TIF Revenues in accordance with IC 36-7-14, IC 36-7-25, the Ordinance and other documents authorizing the 2021 Bond, and this Agreement.

5. The parties agree that notwithstanding any statute to the contrary, neither the City nor the County will take any steps to issue any bonds, other than the 2021 Bonds, payable from the Village Park TIF Revenues without and Interlocal Agreement between the City and the County.

6. The parties agree that in the event it is determined that there will be a financial benefit to the refunding, or the advance refunding, of the 2021 Bonds, or both, the parties shall take all steps necessary to refund the 2021 Bonds.

7. This Agreement shall replace the 2010 Agreement in its entirety. This Agreement shall only be effective upon the issuance of the 2021 Bonds.

8. In the event there are any disputes arising under this Agreement, those disputes shall be initially discussed in a settlement conference to be held among the following: the Mayor of the City; one (1) member of the City Council; the City Attorney; two (2) members of the Board of Commissioners; and the County Attorney. If there is no resolution of the dispute at the settlement conference, the dispute shall be submitted to mediation, pursuant to the Rules of Alternative Dispute Resolution prior to initiating the litigation. In the event that the parties cannot agree on an acceptable mediator, a mediator shall be appointed by the Judge of the Circuit Court of Hamilton County.

9. The parties agree to take all steps necessary to implement the terms and conditions of this Agreement, including the passage of such resolutions and ordinances as are necessary to issue the 2021 Bonds and to further the terms and conditions of the Agreement.

ALL OF WHICH IS AGREED by and between the Board of Commissioners of Hamilton County and the Hamilton County Council, acting on behalf of Hamilton County, Indiana, the Hamilton County Redevelopment Commission, and the Common Council and the Board of Public Works and Safety of the City of Westfield on the dates set out herein.

Approved by the Board of Commissioners of Hamilton County on this \_\_\_\_ day of  
\_\_\_\_\_, 2021.

BOARD OF COMMISSIONERS OF  
HAMILTON COUNTY

\_\_\_\_\_  
Mark E. Heirbrandt

\_\_\_\_\_  
Steven C. Dillinger

\_\_\_\_\_  
Christine Altman

ATTEST:

\_\_\_\_\_  
Robin Mills, Auditor

Approved by the Hamilton County Council on this \_\_\_\_ day of \_\_\_\_\_, 2021.

HAMILTON COUNTY COUNCIL

IN FAVOR

OPPOSED

\_\_\_\_\_  
Ken Alexander

\_\_\_\_\_  
Ken Alexander

\_\_\_\_\_  
Brad Beaver

\_\_\_\_\_  
Brad Beaver

\_\_\_\_\_  
Fred Glynn

\_\_\_\_\_  
Fred Glynn

\_\_\_\_\_  
Sue Maki

\_\_\_\_\_  
Sue Maki

\_\_\_\_\_  
Amy Massillamany

\_\_\_\_\_  
Amy Massillamany

\_\_\_\_\_  
Steve Nation

\_\_\_\_\_  
Steve Nation

\_\_\_\_\_  
Steve Schwartz

\_\_\_\_\_  
Steve Schwartz

ATTEST

\_\_\_\_\_  
Robin M. Mills, Auditor

Approved by the Hamilton County Redevelopment Commission on this \_\_\_\_ day of \_\_\_\_\_, 2021.

HAMILTON COUNTY  
REDEVELOPMENT COMMISSION

\_\_\_\_\_  
William G. Crandall

\_\_\_\_\_  
Brad Beaver

\_\_\_\_\_  
Terry Prather

\_\_\_\_\_  
Rockford Stites

\_\_\_\_\_  
Randy Zentz

ATTEST:

\_\_\_\_\_  
Secretary

ALL OF WHICH IS HEREBY APPROVED BY THE CITY COUNCIL OF  
WESTFIELD, HAMILTON COUNTY, INDIANA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

WESTFIELD CITY COUNCIL HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

ALL OF WHICH IS HEREBY ADOPTED BY THE BOARD OF PUBLIC WORKS AND  
SAFETY WESTFIELD, HAMILTON COUNTY, INDIANA THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2021.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

\_\_\_\_\_  
Mayor Andy Cook

\_\_\_\_\_  
Mayor Andy Cook

\_\_\_\_\_  
Mayor Andy Cook

\_\_\_\_\_  
Randy Graham

\_\_\_\_\_  
Randy Graham

\_\_\_\_\_  
Randy Graham

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer



## Rule 13 - MS4 ANNUAL REPORT

State Form 51278 (R6 / 7-12)

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

- NOTE:**
- Annual reports must be submitted to the Indiana Department of Environmental Management. **Failure to submit the annual report is considered noncompliance with your permit.**
  - For the **first five** (5)-year permit term, this completed form must be submitted by 1 year from the SWQMP – Part C submittal date and, thereafter, 1 year from the previous report (i.e., in years two (2) through five (5) of permit coverage).
  - In the **second and subsequent** five (5)-year permit terms, this completed form must be submitted in years two (2) and four (4) of permit coverage.
  - Please type or print in ink.**
  - Please answer all questions thoroughly and return the form by the due date.
  - Return this form and any required attachments to the IDEM Storm Water Program, MS4 Coordinator at the address listed in the box on the upper-right.

### For questions regarding this form, contact:

IDEM Office of Water Quality , Storm Water Program  
MS4 Coordinator  
100 North Senate Avenue, Room 1255  
MC 65-42  
Indianapolis, IN 46204-2251

Telephone: (317) 234-1601 or

(800) 451-6027, ext. 41601 (within Indiana)

Web Access: <http://www.IN.gov/idem/4900>

| Five Year Permit Term                                                                | Reporting Year                                                                                                                                                                      |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1st Permit Term                                             | <b>Permit Year <u>2018-2020</u></b>                                                                                                                                                 |
| <input checked="" type="checkbox"/> Second and subsequent five (5) Year Permit Terms | <input checked="" type="checkbox"/> 1<br><input checked="" type="checkbox"/> 2<br><input checked="" type="checkbox"/> 3<br><input type="checkbox"/> 4<br><input type="checkbox"/> 5 |
|                                                                                      | MS4s in their first permit term must submit reports annually. MS4s that are in subsequent permit terms must submit in years 2 and 4 of the permit term.                             |

### PART A: GENERAL INFORMATION – MS4 OPERATOR

|                     |                                                                                                   |   |   |   |     |              |                                                                                                                                                          |
|---------------------|---------------------------------------------------------------------------------------------------|---|---|---|-----|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Permit Number:   | INR                                                                                               | 0 | 4 | 0 | 109 | Type of MS4: | <input checked="" type="checkbox"/> City<br><input type="checkbox"/> Town<br><input type="checkbox"/> County<br><input type="checkbox"/> Non-traditional |
| 2. MS4 Entity:      | City of Westfield<br>(Name of permit holder)                                                      |   |   |   |     |              |                                                                                                                                                          |
| 3. MS4 Operator:    | Andy Cook, Mayor                                                                                  |   |   |   |     |              |                                                                                                                                                          |
| 4. Mailing Address: | City of Westfield<br>2728 E 171 <sup>st</sup> Street<br>Westfield, IN ZIP: 46074 County: Hamilton |   |   |   |     |              |                                                                                                                                                          |
| 5. Email Address:   | ksparks@westfield.in.gov                                                                          |   |   |   |     |              |                                                                                                                                                          |

### PART B: GENERAL INFORMATION – MS4 COORDINATOR

|                                    |                                                             |  |  |  |  |  |
|------------------------------------|-------------------------------------------------------------|--|--|--|--|--|
| 6. MS4 Coordinator (please print): | Wes Rood                                                    |  |  |  |  |  |
| 7. Person's Title:                 | Stormwater Coordinator                                      |  |  |  |  |  |
| 8. Mailing Address:                | 2706 E 171 <sup>st</sup> Street<br>Westfield, IN ZIP: 46074 |  |  |  |  |  |
| 9. Telephone Number:               | 317.504.2477                                                |  |  |  |  |  |
| 10. E-mail Address:                | wrood@westfield.in.gov                                      |  |  |  |  |  |

### PART C: GENERAL INFORMATION – REPORT PREPARER

|                               |                                                                                                                                                           |  |            |  |  |  |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------|--|--|--|
| 11. Name:                     | Heather Buck, Christopher B Burke Engineering, LLC<br>(Provide this information if someone other than MS4 Operator or Coordinator completed this report.) |  |            |  |  |  |
| 12. Affiliation with the MS4: | MS4 Consultant                                                                                                                                            |  |            |  |  |  |
| 13. Mailing Address:          | 115 W Washington St<br>Suite 1368 South<br>Indianapolis, IN ZIP: 46204                                                                                    |  |            |  |  |  |
| 14. Telephone Number:         | 317.266.8000                                                                                                                                              |  | Extension: |  |  |  |
| 15. E-mail Address:           | hbuck@cbbel-in.com                                                                                                                                        |  |            |  |  |  |

**PART D: PROGRAM MANAGEMENT**  
**327 IAC 15-13-18**

**16. Provide a summary of the following program management activities performed during the reporting period:**

- a) If this is a co-permit, list all permittees and operators responsible for permit implementation for each entity.  
NA
- b) Identify changes to the MS4 area boundaries, including areas added to or lost to the MS4 area via annexation or other similar means. Provide a current map (8.5" X 11" or 8.5" X 14")  
There have been no significant changes to the MS4 boundaries within the reporting period. Map will be provided with new permit application.
- c) Identify follow-up or additional water quality characterizations completed during the reporting period if applicable.  
See Attachment A for water quality updates within this reporting period
- d) Provide updated receiving water information completed during the reporting period if applicable.  
The Westfield MS4 receiving waters remains unchanged during the reporting period.
- e) Identify funding sources (utility fees, grants, enforcement fines etc) utilized for MS4 program implementation during this reporting period.  
The city utilizes a rate of \$4.16 per equivalent residential unit; bonds are also utilized in some cases for capital improvement
- f) Provide a list of new active industrial sites identified during this reporting period.  
See Attachment B for a listing of industrial facilities within the MS4 jurisdiction compiled with assistance of the Indiana Chamber of Commerce March 2021 using Dunn and Bradstreet data. This information will be field verified by the city
- g) Provide a list of facilities owned and operated by the MS4 that require Rule 6 (industrial storm water) permits.  
The city does not currently own or operate any facilities requiring a Rule 6 permit.
- h) Provide a summary of complaints received and follow-up investigation results related to storm water quality issues during this reporting period.  
The city maintains "WeConnect" which provides the opportunity for residents to request services and file complaints. Through this service, few complaints are filed each year and those complaints are followed up with in a timely manner through the appropriate department. Most complaints or inquiries are related to drainage and construction related activities, therefore these are all forwarded to the Public Works Department.
- i) Other:

**PART E: PUBLIC EDUCATION AND OUTREACH - MINIMUM CONTROL MEASURE**

**17. Identify the best management practices (BMPs) for public education and outreach included in your Storm Water Quality Management Plan (SWQMP) Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this minimum control measure (MCM) including timetables and measurable goals during this reporting period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress and Attachment D: White River Alliance (WRA) Public Education and Involvement Annual Report for progress made during this reporting period
- b) Describe implementation problems encountered and changes made due to ineffectiveness or infeasibility during this reporting period.  
No problems were encountered in years 2018 and 2019. Activities were difficult to complete in 2020 due to COVID-19 and related restrictions.
- c) Describe program BMPs that went beyond those identified in the SWQMP.  
Additional information is included in Attachment C: Programmatic Indicators and Attachment D: White River Alliance Public Education and Involvement Annual Report
- d) Identify storm water BMPs installed or initiated for this MCM during this reporting period.  
Additional information is included in Attachment C: Programmatic Indicators and Attachment D: White River Alliance Public Education and Involvement Annual Report
- e) Describe program implementation partnerships and explain successes and barriers during this reporting period.  
The city continues to maintain relationships with the Hamilton County Solid Waste District (SWMD), and the Hamilton County Parks Department
- f) Other:

**PART F: PUBLIC PARTICIPATION AND INVOLVEMENT - MINIMUM CONTROL MEASURE**

**18. Identify the best management practices for public participation and involvement included in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this MCM including timetables and measurable goals during this reporting period.  
See Attachment C: Programmatic Indicators and Attachment D: White River Alliance (WRA) Public Education and Involvement Annual Report for progress made during this reporting period
- b) Describe implementation problems encountered and changes made due to ineffectiveness or infeasibility during this reporting period.  
No problems were encountered in years 2018 and 2019. Activities were difficult to complete in 2020 due to COVID-19 and related restrictions.
- c) Describe program BMPs that went beyond those identified in the SWQMP.  
See Attachment C: Programmatic Indicators and Attachment D: White River Alliance (WRA) Public Education and Involvement Annual Report for progress made during this reporting period
- d) Identify storm water BMPs installed or initiated for this MCM during this reporting period.  
See Attachment C: Programmatic Indicators and Attachment D: White River Alliance (WRA) Public Education and Involvement Annual Report for progress made during this reporting period
- e) Describe program implementation partnerships and explain successes and barriers during this reporting period.  
The city continues to maintain relationships with the Hamilton County Solid Waste District (SWMD), and the Hamilton County Parks Department
- f) Other:

**PART G: ILLICIT DISCHARGE DETECTION AND ELIMINATION - MINIMUM CONTROL MEASURE**

**19. Identify the best management practices for illicit discharge detection and elimination (IDDE) included in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this MCM including timetables and measurable goals during this reporting period (mapping, screening, etc.).  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- b) Describe implementation problems or challenges encountered, particularly as it relates to mapping and screening of outfalls during this reporting period.  
No implementation problems or challenges were encountered during this reporting period
- c) Identify changes made to the IDDE Plan during this reporting period if applicable.  
The IDDE Plan has been reviewed and revised as necessary to ensure relevant sections and activities are current
- d) Identify updates or revisions to IDDE ordinance or other regulatory mechanism made during this reporting period.  
No updates or revisions have been made to the IDDE ordinance during this reporting period
- e) Describe level of mapping and screening completed to date. If there are unmapped or unscreened outfalls, provide a plan and a timetable for completion.  
All known city-owned storm sewer conveyances and outfalls have been mapped and screening efforts will be implemented as the new MS4 permit is initiated
- f) Other:

**PART H: CONSTRUCTION SITE STORM WATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE**

**20. List the best management practices for the construction site storm water run-off program identified in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this MCM including timetables and measurable goals during this reporting period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- b) Describe program implementation partnerships and explain successes and barriers during this reporting period.  
The primary partnership is the WRA and the Trained Individual program. See Attachment C: Programmatic Indicators for progress made during this reporting period
- c) Identify the number of construction sites permitted during this reporting period and identify the number and type of enforcement actions taken against construction site operators during the same period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- d) Identify the number and types of training opportunities that were provided to contractors, developers, and builders during this permit period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- e) MS4 personnel responsible for plan review, inspection, and enforcement of construction activities shall receive, at a minimum, annual training addressing appropriate control measures, inspection protocol, and enforcement procedures. Identify training provided to MS4 personnel responsible for these activities during this reporting period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- f) Identify updates or revisions to the storm water construction ordinance or other regulatory mechanism made during this reporting period.  
Review and potential revision to the stormwater ordinance and Technical Standards will be made after the new MS4 permit is initiated
- g) Other:

**PART I: POST-CONSTRUCTION STORM WATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE**

**21. List the best management practices for post-construction storm water run-off control identified in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP in the SWQMP including timetables and measurable goals during this reporting period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- b) Describe implementation problems encountered and changes due to ineffectiveness or infeasibility during this reporting period.  
No implementation problems were encountered during this reporting period
- c) Describe program implementation partnerships and explain successes and barriers.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- d) MS4 area personnel responsible for implementation of the post-construction minimum control measure shall receive, at a minimum, annual training. Identify training provided for this minimum control measure during this reporting period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- e) Identify updates or revisions to the post-construction storm water ordinance or other regulatory mechanism made during this reporting period.  
Review and potential revision to the stormwater ordinance and Technical Standards will be made after the new MS4 permit is initiated
- f) Other:

**PART J: MUNICIPAL OPERATIONS POLLUTION PREVENTION AND GOOD HOUSEKEEPING - MINIMUM CONTROL MEASURE**

**22. List the best management practices for municipal operations pollution prevention and good housekeeping identified in your SWQMP Part C and respond to the following:**

- a) Identify progress made towards development and implementation of each BMP in the SWQMP including timetables and measurable goals during this reporting period.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- b) Describe implementation problems encountered and changes due to ineffectiveness or infeasibility as it relates to pollution prevention and good housekeeping at MS4 owned and operated facilities during this reporting period.  
No implementation problems were encountered during this reporting period
- c) Identify storm water BMPs installed or initiated at MS4 owned and operated facilities.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- d) Identify and describe appropriate storm water training provided to MS4 employees. Employees are required to have a minimum training once per year.  
See Attachment C: Programmatic Indicators for BMP implementation and progress
- e) Other:

**PART K: CERTIFICATION AND SIGNATURE**

**The individual listed in "PART A: GENERAL INFORMATION – MS4 OPERATOR" must sign the following certification statement:**

*"By signing this annual report, I hereby certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

Type or Print Name: Andy Cook, Mayor

Signature: \_\_\_\_\_ (mm/dd/yyyy)

## Attachment A: City of Westfield Water Quality Characterization Update #INR040109

The following categories have not changed during this reporting period:

- Receiving waters
- 12-Digit Hydrologic Unit Codes (HUCs)
- Outstanding and Exceptional Use Waters
- Recreational Waters
- Public Drinking Water Sources.

There are no existing IDNR Lake and River Enhancement (LARE) grants, IDEM 319(h) grants, or IDEM 205(j) grants relevant to the City of Westfield MS4. Existing TMDLS within the MS4 include [Cicero Creek \(2011\)](#) and [West Fork White River – Muncie to Hamilton County \(2004\)](#)

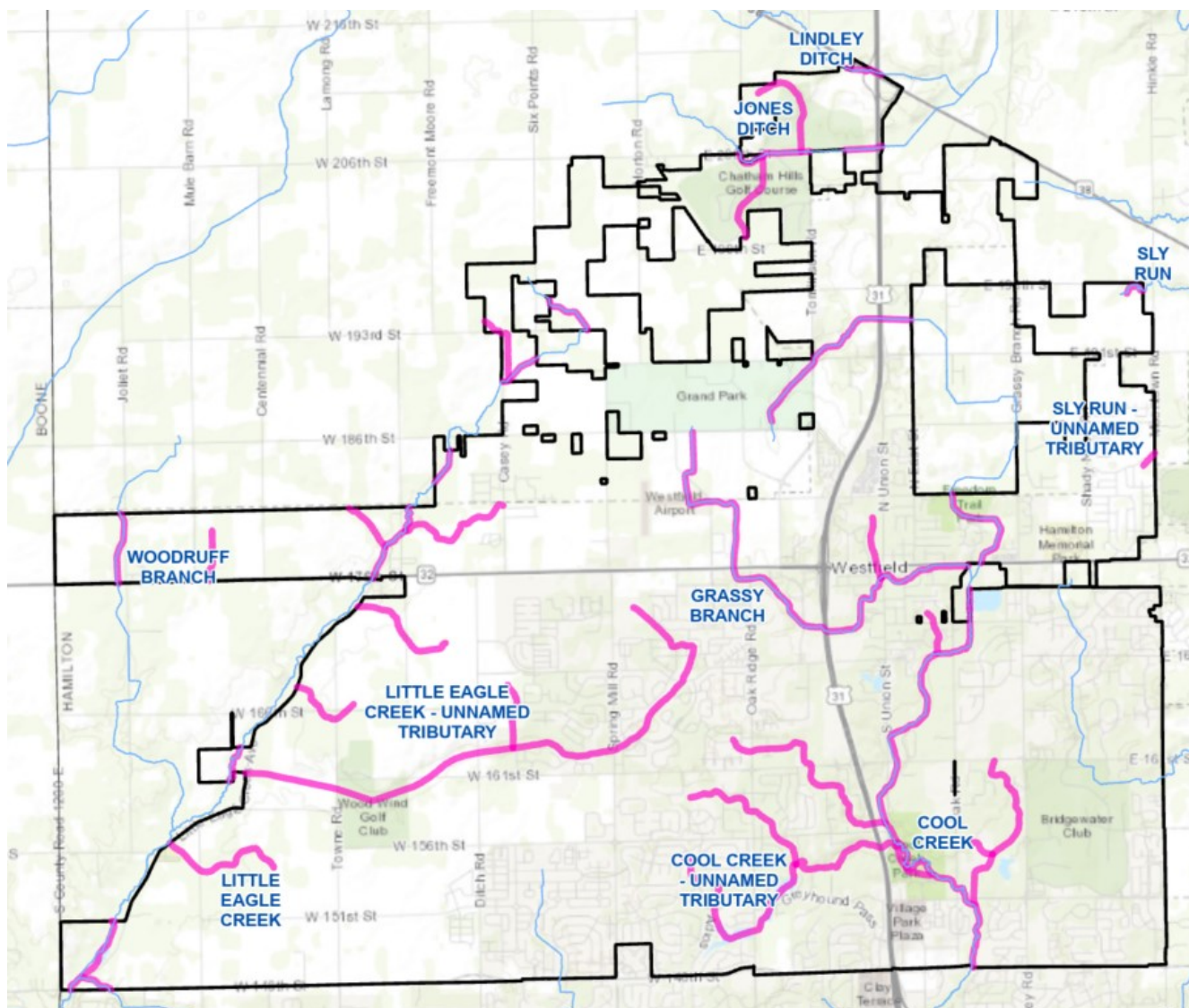
**Stormwater Master Plan (2018):** This plan was developed to understand potential water quality and quantity problems in future growth areas and to establish baseline water quality conditions throughout the city. The SWMP provides a roadmap for the city to avoid the drainage, flooding, and water quality problems often associated with rapid growth and development of urbanized areas. The outcome of this SWMP is to provide an overall understanding of the current water quantity and water quality conditions in the study area and provide recommended solutions that will; (1) solve or reduce existing water quality/quantity problems; (2) prevent an increase in water quality/quantity problems as growth occurs; (3) prevent or minimize future damages; (4) preserve the natural and beneficial function of the drainage system; and (5) preserve and enhance stormwater quality.

**Wetlands:** In 2019, the most recent update of the National Wetlands Inventory (NWI), the reported acreage of potential wetlands in the Westfield MS4 area was 673.2 acres.

**Water Quality Monitoring:** The [Indiana Water Monitoring Inventory](#), does not show any active sites that test for various aspects of water quality. However, the Hamilton County Health Department samples monthly for *E. coli* levels at public recreation locations; Asa Bales Park and Cool Creek Park. Both locations indicate for elevated levels of *E. coli* throughout the year.

The figure highlights in pink those impaired segments and waterbodies listed on the finalized 2018 Integrated Report (IR) submitted to US EPA located in the City of Westfield MS4 jurisdiction. Additionally, these impaired waters and the source of impairment are listed within the table.

| Assessment Name          | Impairment(s)  |
|--------------------------|----------------|
| Cool Creek               | <i>E. coli</i> |
| Cool Creek -UNT          | <i>E. coli</i> |
| Grassy Branch            | <i>E. coli</i> |
| Jones Ditch              | <i>E. coli</i> |
| Lindley Ditch            | <i>E. coli</i> |
| Little Eagle Creek       | <i>E. coli</i> |
| Little Eagle Creek – UNT | <i>E. coli</i> |
| Sly Run                  | <i>E. coli</i> |
| Sly Run - UNT            | <i>E. coli</i> |
| Woodruff Branch          | <i>E. coli</i> |



| Company Name                               | Address                      | City        | Primary Industry                                | SIC      |
|--------------------------------------------|------------------------------|-------------|-------------------------------------------------|----------|
| A Presidential Limousine Incorporated      | 14903 Sulky Way              | Carmel      | Airport transportation                          | 41110300 |
| ABS Mfg Rep Inc                            | 1950 E Greyhound Pass Ste 18 | Carmel      | Manufacturing industries, nec                   | 39990000 |
| American Int'l Manufacturing Solutions LLP | 378 Abbedale Ct              | Carmel      | Commercial printing, lithographic               | 27520000 |
| Apex Machinery Repair Inc                  | 15010 Bridlewood Dr          | Carmel      | Machine shop, jobbing and repair                | 35990303 |
| Black Car Service LLC                      | 14928 Horseshoe Dr           | Carmel      | Limousine rental, with driver                   | 41190103 |
| BP America Production Company              | 1850 E 151St St              | Carmel      | Filling stations, gasoline                      | 55419901 |
| Buddy Covers Inc                           | 201 W Greyhound Pass         | Carmel      | Snow skiing equipment and supplies, except skis | 39490403 |
| Catholic Woodworker                        | 14844 Admiral Way N          | Carmel      | Millwork                                        | 24310000 |
| Contego International, Inc.                | 334 W Greyhound Pass         | Carmel      | Paints and allied products                      | 28510000 |
| Extra Space Storage Inc.                   | 4420 E 146Th St              | Carmel      | Warehousing, self storage                       | 42259903 |
| Gonzalez Freight, Inc.                     | 3629 Oak Hollow Ct           | Carmel      | Industrial trucks and tractors                  | 35370000 |
| Hatfield Publications LLC                  | 1401 Olde Briar Ln           | Carmel      | Miscellaneous publishing                        | 27410000 |
| Hawthorne Publishing LLC                   | 15601 Oak Rd                 | Carmel      | Books, publishing only                          | 27310100 |
| J. J. Collins' Sons, Inc.                  | 15747 Bethpage Trl           | Carmel      | Commercial printing, lithographic               | 27520000 |
| Kbdc Storage Authority I, L.L.C.           | 4661 Lisborn Dr              | Carmel      | General warehousing and storage                 | 42250000 |
| Kbdc Yacht Charters, L.L.C.                | 4661 Lisborn Dr              | Carmel      | Chartering of commercial boats                  | 44990304 |
| Ktl Inc.                                   | 1528 E Greyhound Pass        | Carmel      | Local trucking with storage                     | 42140000 |
| M & C Aviation Services LLC                | 550 E Greyhound Pass         | Carmel      | Airports, flying fields, and services           | 45810000 |
| Michael Day BP                             | 14933 Amkey Ct               | Carmel      | Filling stations, gasoline                      | 55419901 |
| Misconduct Brewing                         | 421 Sapphire Dr              | Carmel      | Malt beverages                                  | 20820000 |
| Rj Aviation, LLC                           | 15465 Hidden Oaks Ln         | Carmel      | Airports, flying fields, and services           | 45810000 |
| Rickers Oil Company Fuel                   | 3334 E 146Th St              | Carmel      | Gasoline service stations                       | 55410000 |
| Rob Passarelli                             | 219 E Admiral Way S          | Carmel      | Machine and other job shop work                 | 35990300 |
| Rumohr                                     | 3930 Madeline Ln             | Carmel      | Machine shop, jobbing and repair                | 35990303 |
| Schneider Industries LLC                   | 14903 Sulky Way              | Carmel      | Manufacturing industries, nec                   | 39990000 |
| Shell Oil Company                          | 1821 E 151St St              | Carmel      | Filling stations, gasoline                      | 55419901 |
| Snapbox Self Storage                       | 2484 147Th St                | Carmel      | Warehousing, self storage                       | 42259903 |
| Stor N Sav LLC                             | 3969 Sunningdale Way         | Carmel      | General warehousing and storage                 | 42250000 |
| Storamerica                                | 4420 E 146Th St              | Carmel      | Miniwarehouse, warehousing                      | 42259902 |
| The Village Woodworker LLC                 | 1342 Beacon Way              | Carmel      | Millwork                                        | 24310000 |
| Cbdm Inc                                   | 14655 N Gray Rd              | Noblesville |                                                 |          |
| Olympus Pest Management LLC                | 17062 Olympus Ct             | Noblesville | Agricultural chemicals, nec                     | 28790000 |
| 1205 Distillery                            | 120 Camilla Ct               | Westfield   | Distilled and blended liquors                   | 20850000 |
| 1global Ds, LLC                            | 16750 Glen Way               | Westfield   | Signs and advertising specialties               | 39930000 |
| Acorn Woodworks                            | 16116 Ditch Rd               | Westfield   | Decorative wood and woodwork                    | 24991100 |
| 3rd Dimension Industrial 3d Printing Co.   | 17075 Oak Ridge Rd           | Westfield   | Machine shop, jobbing and repair                | 35990303 |
| Added Help Corp                            | 16380 Man Owar Ln            | Westfield   | Local trucking, without storage                 | 42120000 |

| Company Name                           | Address                    | City      | Primary Industry                                            | SIC      |
|----------------------------------------|----------------------------|-----------|-------------------------------------------------------------|----------|
| Absolute Stone Polishing & Repair, LLC | 3801 Crest Point Dr        | Westfield | Cut stone and stone products                                | 32810000 |
| 500jm Aviation LLC                     | 2704 W 146Th St            | Westfield | Airports, flying fields, and services                       | 45810000 |
| American Integrated Manufacturing Co.  | 629 E Columbine Ln         | Westfield | Metalworking machinery, nec                                 | 35490000 |
| American Scene Press LLC               | 16332 Bay Meadow Cir       | Westfield | Miscellaneous publishing                                    | 27410000 |
| Avant Garde Limousines LLC             | 1719 Emerald Pines Ln      | Westfield | Limousine rental, with driver                               | 41190103 |
| American Veteran Group LLC             | 17020 Emerald Green Cir    | Westfield | Commercial printing, nec                                    | 27590000 |
| Ball Systems, Inc.                     | 16469 Southpark Dr         | Westfield | Test equipment for electronic and electrical circuits       | 38250236 |
| Brallan Press LLC                      | 2102 E 161St St            | Westfield | Miscellaneous publishing                                    | 27410000 |
| Cave & Company Printing                | 104 W Main St              | Westfield | Offset printing                                             | 27520101 |
| Chatterup LLC                          | 16272 Dandborn Dr          | Westfield | Prerecorded records and tapes                               | 36520000 |
| Checkpoint Systems, Inc.               | 14925 Maggie Ct            | Westfield | Security control equipment and systems                      | 36990502 |
| Canuckhoosier Delivery LLC             | 444 E Pine Ridge Dr        | Westfield | Delivery service, vehicular                                 | 42129903 |
| Christy Pastore Publishing, LLC        | 16715 Cavallina Ln         | Westfield | Miscellaneous publishing                                    | 27410000 |
| Cognex Corporation                     | 804 Allen Ct               | Westfield | Process control instruments                                 | 38230000 |
| Cosmopolitan Limousine LLC             | 1719 Emerald Pines Ln      | Westfield | Limousine rental, with driver                               | 41190103 |
| Cretaceous Cures                       | 15541 Wildflower Ln        | Westfield | Drugs affecting parasitic and infective diseases            | 28340800 |
| Cover Care LLC                         | 17397 Oak Ridge Rd Ste 100 | Westfield | Swimming pools, plastic                                     | 39490603 |
| Creative Machining Concepts, Inc.      | 17018 Westfield Park Rd    | Westfield | Machine shop, jobbing and repair                            | 35990303 |
| Crossbow Group, Inc.                   | 16356 Trace Blvd N         | Westfield | Crossbows                                                   | 39490507 |
| D&G Publishing Inc.                    | 17336 Tilbury Way          | Westfield | Miscellaneous publishing                                    | 27410000 |
| Dajac, Inc.                            | 17406 Tiller Ct Ste 600    | Westfield | Headlights (fixtures), vehicular                            | 36470105 |
| Curtis Dyna-Fog                        | 525 Park St                | Westfield | Fabricated Metal products, nec                              | 34990000 |
| Custom Cast Stone Inc.                 | 734 E 169Th St             | Westfield | Cast stone, concrete                                        | 32720704 |
| Damalak Printing, Inc.                 | 104 W Main St              | Westfield | Offset printing                                             | 27520101 |
| Deshazo, LLC                           | 1022 Kendall Ct Ste 2      | Westfield | Hoists, cranes, and monorails                               | 35360000 |
| Digital Print Membership Cards         | 4214 Creston Ct            | Westfield | Commercial printing, lithographic                           | 27520000 |
| Dotted Lime Resale LLC                 | 4232 Zachary Ln            | Westfield | Lime                                                        | 32740000 |
| Doss Business Services LLC             | 15417 Wildflower Ct        | Westfield | Local bus charter service                                   | 41410000 |
| Enoise Control, Inc.                   | 129 Penn St                | Westfield | Noise control equipment                                     | 36259911 |
| Duramark Technologies, Inc.            | 16450 Southpark Dr         | Westfield | Decals, lithographed                                        | 27520601 |
| Evecxia Therapeutics, Inc.             | 20267 Chatham Creek Dr     | Westfield | Pharmaceutical preparations                                 | 28340000 |
| Everything Truck Parts LLC             | 16848 Southpark Dr Ste 300 | Westfield | Local trucking, without storage                             | 42120000 |
| Global Packaging LLC                   | 16707 Southpark Dr         | Westfield | Chili pepper or powder                                      | 20990402 |
| Eti Fab, Inc.                          | 17055 Oak Ridge Rd         | Westfield | Fabricated structural Metal                                 | 34410000 |
| Green Apple Active, LLC                | 17304 Tilbury Way          | Westfield | Electronic computers                                        | 35710000 |
| Gs Sales Inc.                          | 2802 Pyrenean Pl           | Westfield | Diazo type (whiteprint) reproduction machines and equipment | 38610503 |
| Hartsock Industrial Sales, Inc.        | 480 Enterprise Dr          | Westfield | Thermometers and temperature sensors                        | 38290700 |

| Company Name                       | Address                    | City      | Primary Industry                                    | SIC      |
|------------------------------------|----------------------------|-----------|-----------------------------------------------------|----------|
| Furnace Design Technology LLC      | 16903 Spring Mill Rd       | Westfield | Fuel-fired furnaces and ovens                       | 35670200 |
| Grinds Manufacturing LLC           | 17065 Oak Ridge Rd         | Westfield | Roasted coffee                                      | 20950000 |
| Hoosier Storage                    | 17749 Sun Park Dr          | Westfield | General warehousing and storage                     | 42250000 |
| Hoosier Tradewinds Properties, LLC | 18090 Sun Park Dr          | Westfield | Contract haulers                                    | 42139903 |
| Hoosier Tradewinds, Inc.           | 18090 Sun Park Dr          | Westfield | Contract haulers                                    | 42139903 |
| Indiana Mills & Manufacturing Inc  | 18881 Immi Way             | Westfield | Motor vehicle parts and accessories                 | 37140000 |
| Innovative Corp                    | 17401 Tiller Ct Ste H      | Westfield | Organizers for closets, drawers, etc.: plastics     | 30890107 |
| Jmc LLC                            | 17235 Foundation Pkwy      | Westfield | Heavy machinery transport, local                    | 42129908 |
| Jay Trucking Inc.                  | 1631 W 161St St            | Westfield | Local trucking, without storage                     | 42120000 |
| Kan Jam LLC                        | 17401 Tiller Ct Ste A      | Westfield | Darts and dart games                                | 39449904 |
| Kmmc, Inc.                         | 1010 Kendall Ct Unit 100   | Westfield | Moving services                                     | 42120400 |
| Kem Enterprises LLC                | 16467 Clarks Hill Way      | Westfield | Manufacturing industries, nec                       | 39990000 |
| Kp Holdings LLC                    | 2000 E 196Th St            | Westfield | Motor vehicle parts and accessories                 | 37140000 |
| Infrared Laboratory Systems LLC    | 17408 Tiller Ct Ste 1900   | Westfield | Analytical instruments                              | 38260000 |
| L&M Storage, LLC                   | 27 E Wisteria Way          | Westfield | General warehousing and storage                     | 42250000 |
| Maggert Trucking Inc Mich          | 1414 Avondale Dr           | Westfield | Local trucking, without storage                     | 42120000 |
| Maggert Trucking Inc               | 1414 Avondale Dr           | Westfield | Contract haulers                                    | 42139903 |
| M Squared Trucking LLC             | 636 Old Ashbury Rd         | Westfield | Local trucking, without storage                     | 42120000 |
| Logo USA Corporation               | 320 Parkway Cir            | Westfield | Screen printing                                     | 27590603 |
| Mini Storage Depot                 | 17200 Foundation Pkwy      | Westfield | General warehousing and storage                     | 42250000 |
| Mercs Miniatures LLC               | 46 W Clear Lake Ln         | Westfield | Miniatures                                          | 39990809 |
| Martian Publication Agent LLC      | 17341 Austrian Pine Way    | Westfield | Miscellaneous publishing                            | 27410000 |
| Maxim Integrated Products, Inc.    | 16848 Southpark Dr         | Westfield | Microcircuits, integrated (semiconductor)           | 36740206 |
| Oncore LLC                         | 16858 Catkins Ct           | Westfield | Printed circuit boards                              | 36720000 |
| Nickyg's Tee's LLC                 | 879 Stockbridge Dr         | Westfield | Screen printing                                     | 27590603 |
| Pipe Cleaners Chimney Service LLC  | 4210 Pearson Dr            | Westfield | Pipe cleaners                                       | 39990508 |
| Osram Inc                          | 777 E Main St              | Westfield | Pharmaceutical preparations                         | 28340000 |
| Pkc Trucking, LLC                  | 15806 River Birch Rd       | Westfield | Local trucking, without storage                     | 42120000 |
| Quarter One Club, LLC              | 549 Canberra Blvd          | Westfield | Quarters                                            | 31310502 |
| Porter Systems Inc.                | 2000 E 196Th St            | Westfield | Expansion joints (structural shapes), iron or steel | 34419903 |
| Pickett's Place Inc.               | 17041 Westfield Park Rd    | Westfield | Industrial valves                                   | 34910000 |
| R & J Industries LLC               | 930 Viking Sunrise Ln      | Westfield | Manufacturing industries, nec                       | 39990000 |
| Rachel's Donut Delivery LLC        | 327 McIntosh Ln            | Westfield | Local trucking, without storage                     | 42120000 |
| R J Hanlon Company Inc             | 345 E 175Th St             | Westfield | Cloth, drop (fabric): made from purchased materials | 23940201 |
| Revere Industries, LLC             | 16855 Southpark Dr Ste 100 | Westfield | Injection molding of plastics                       | 30890609 |
| R J Hanlon Company Inc             | 17408 Tiller Ct Ste 600    | Westfield | Cloth, drop (fabric): made from purchased materials | 23940201 |
| PPG Industries, Inc.               | 3132 E State Road 32       | Westfield | Paints and allied products                          | 28510000 |

| Company Name                         | Address                      | City      | Primary Industry                                           | SIC      |
|--------------------------------------|------------------------------|-----------|------------------------------------------------------------|----------|
| Robert Engle                         | 19138 Plowman Dr             | Westfield | Boatbuilding and repairing                                 | 37320000 |
| Sharla's Shuttle LLC                 | 10 Debbie Ct                 | Westfield | Local and suburban transit                                 | 41110000 |
| Safe Passage Transportation          | 17333 Westfield Park Rd      | Westfield | Bus charter service, except local                          | 41420000 |
| Silicis Technologies Inc             | 17225 Westfield Park Rd      | Westfield | Aircraft/aerospace flight instruments and guidance systems | 38120100 |
| Speedway LLC                         | 201 W Main St                | Westfield | Filling stations, gasoline                                 | 55419901 |
| Smaart Way Trucking Inc              | 2730 Flowing Creek Pl        | Westfield | Local trucking, without storage                            | 42120000 |
| Screen Printing Super Store          | 17408 Tiller Ct Ste 100      | Westfield | Screen printing                                            | 27590603 |
| Standard Locknut, L.L.C.             | 1045 E 169Th St              | Westfield | Roller bearings and parts                                  | 35629903 |
| Sun Power Technologies LLC           | 17406 Tiller Ct Ste 900      | Westfield | Electrical equipment and supplies, nec                     | 36990000 |
| Storage Solutions, Inc.              | 910 E 169Th St               | Westfield | General warehousing                                        | 42259901 |
| Thach LLC                            | 14939 Maggie Ct              | Westfield | Playing cards, lithographed                                | 27520403 |
| The Cabinet Cottage LLC              | 4504 Whitney Rd              | Westfield | Wood kitchen cabinets                                      | 24340000 |
| Speedway LLC 6882                    | 704 E State Road 32          | Westfield | Filling stations, gasoline                                 | 55419901 |
| Synermed International Inc           | 17408 Tiller Ct Ste 1900     | Westfield | In vitro diagnostics                                       | 28359907 |
| Trash Panda Tees LLC                 | 16646 Connolly Dr            | Westfield | Screen printing                                            | 27590603 |
| Tradewinds Global Logistics LLC      | 1189 E 181St St              | Westfield | Trucking, except local                                     | 42130000 |
| Un Seen Press Co                     | 17272 Futch Way              | Westfield | Miscellaneous publishing                                   | 27410000 |
| Uniform Hood Lace Inc                | 18881 Immi Way Ste B         | Westfield | Packing materials                                          | 30530200 |
| Ultimate Canine LLC                  | 15859 Little Eagle Creek Ave | Westfield | Farm machinery and equipment                               | 35230000 |
| Universal Trucking LLC               | 550 Jayson Cir               | Westfield | Local trucking, without storage                            | 42120000 |
| United States Postal Service         | 17520 Dartown Rd             | Westfield | U.S. Postal Service                                        | 43110000 |
| Vicair America, LLC                  | 16461 Chalet Cir             | Westfield | Surgical and medical instruments                           | 38410000 |
| Urban Vines LLC                      | 120 E 161St St               | Westfield | Wines                                                      | 20840100 |
| Westfield Airport (I72)              | 18206 Kinsey Ave             | Westfield | Airport                                                    | 45810301 |
| Voege Precision Machine Products LLC | 17808 Commerce Dr            | Westfield | Machine shop, jobbing and repair                           | 35990303 |
| Wholesale Hardwood Interiors, Inc.   | 17715 Commerce Dr Ste 300    | Westfield | Hardwood distillates                                       | 28610103 |
| USA Storage Solutions                | 910 E 169Th St               | Westfield | General warehousing and storage                            | 42250000 |
| Woodmillz Woodworking LLC            | 18229 Emma Cir               | Westfield | Millwork                                                   | 24310000 |
| Weas Engineering Inc                 | 17297 Oak Ridge Rd           | Westfield | Water treating compounds                                   | 28999948 |

| City of Westfield 2018 thru 2020 BMPs & Programmatic Indicator Status |                 |                                                                                                                                       |                                                          | Attachment C                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MS4 NPDES Permit #: INR040109                                         |                 |                                                                                                                                       |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| MCM                                                                   | Prog. Indicator | Description                                                                                                                           | BMP Listed in SWQMP                                      | Progress During Reporting Period (separated by year if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1 & 2                                                                 | 1               | Number or percentage of citizens, segregated by type of constituent that have an awareness of stormwater quality issues               | Hamilton County Phase II Public Education Committee      | This committee has not been functional in several years although MS4 neighbors within Hamilton County participate in the White River Alliance (WRA), discuss efforts such as wellhead protection, water quality, and other initiatives; additional reports provided by former committee members (SWCD, SWMD, WRA, Parks, etc.)                                                                                                                                                       |
|                                                                       |                 |                                                                                                                                       | Public Meetings                                          | Public works meetings - Est 12-14 per year<br>Technical Standards meetings (every other month): 18<br>Drainage Meetings: est. 4 mtgs per year with 70 attendees total                                                                                                                                                                                                                                                                                                                |
|                                                                       |                 |                                                                                                                                       | Stormwater Assessment                                    | Stormwater assessments have been completed through the WRA as a method of monitoring behavioral changes or post-activity outcomes (similar to those provided on WRA Report Attachment D Trained Individual                                                                                                                                                                                                                                                                           |
|                                                                       |                 |                                                                                                                                       | Stormwater Educational brochures                         | <b>WRA Report: Attachment D</b> (Clear Choices themed post cards)<br>Brochures/handouts developed and provided by partners are placed at several City offices, parks, etc. available to the public                                                                                                                                                                                                                                                                                   |
|                                                                       |                 |                                                                                                                                       | Stormwater Newsletters                                   | This section has been largely replaced by social media outlets such as Facebook (WRA, City of Westfield), Twitter, etc. to reach a larger demographic with less expense<br><b>WRA Report Attachment D</b> Social Media and E News                                                                                                                                                                                                                                                    |
|                                                                       |                 |                                                                                                                                       | Website                                                  | <b>WRA Report: Attachment D</b> <a href="http://www.indiana.clearchoicescleanwater.org">www.indiana.clearchoicescleanwater.org</a> ; <a href="http://www.thewhiteriveralliance.org">www.thewhiteriveralliance.org</a><br>The City maintains <a href="http://www.westfield.in.gov/departments/division.php?structureid=228">http://www.westfield.in.gov/departments/division.php?structureid=228</a> where stormwater information is available to the public and is updated as needed |
|                                                                       |                 |                                                                                                                                       | SWMD Promotions                                          | The City of Westfield partners with and helps to promote the activities of the Hamilton County SWMD; additional recycling services are also provided by Rays Trash, the provider for Westfield                                                                                                                                                                                                                                                                                       |
|                                                                       |                 |                                                                                                                                       | SWCD Activities                                          | The Hamilton SWCD offers several opportunities related to backyard conservation, native plants, newsletters, etc. and the City of Westfield assists in promoting their programs                                                                                                                                                                                                                                                                                                      |
|                                                                       | 2               | Number and description of meetings, training sessions, and events conducted to involve citizen constituents in the stormwater program | Hamilton County Phase II Public Education Committee      | See above notation as well as reports from other partners formerly serving on Committee                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                       |                 |                                                                                                                                       | Storm Drain Marking                                      | No active markings within reporting period; Section 03800 requires pre-cast message                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                       |                 |                                                                                                                                       | Clean-Up Events                                          | <b>WRA Report: Attachment D</b><br>Hamilton County Parks Department also provides educational programming related to stormwater and pollution prevention in several locations and to hundreds of adults and students each year                                                                                                                                                                                                                                                       |
|                                                                       |                 |                                                                                                                                       | SWMD Promotions                                          | The Hamilton SWMD maintains regular hours to allow for residents of Hamilton County to drop off recycling and wastes throughout the year. Educational materials are also available.                                                                                                                                                                                                                                                                                                  |
|                                                                       |                 |                                                                                                                                       | SWCD Activities                                          | The Hamilton SWCD offers several opportunities related to backyard conservation, native plants, newsletters, etc. and the City of Westfield assists in promoting their programs; COVID has drastically reduced the ability to offer such programs in 2020                                                                                                                                                                                                                            |
|                                                                       |                 |                                                                                                                                       | Rule 13 Public Participation List                        | All partners maintain volunteer listings and provide relevant information as needed                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                       |                 |                                                                                                                                       | Annual IDDE Staff Training                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                       |                 |                                                                                                                                       | Annual Construction & Post-Construction Staff Training   | City staff attend Contractor workshop (2018: 4; 2019 5; 2020: 0 (COVID)); LTAP Stormwater Conference (2018: 6; 2019 6; 2020: 0 (COVID)); MS4 Annual Conference (2018: 6; 2019 6; 2020: 0 (COVID))                                                                                                                                                                                                                                                                                    |
|                                                                       | 3               | Number or percentage of citizen constituents that participate in stormwater quality improvement programs                              | Annual Good Housekeeping/Pollution Prevention Training   | <b>WRA Report: Attachment D</b> BMP Selection Tool; Trained Individual Program; Trained Individual; Landscaper and HOA training                                                                                                                                                                                                                                                                                                                                                      |
|                                                                       |                 |                                                                                                                                       | Hamilton County Phase II Public Education Committee      | See above notation as well as reports from other partners formerly serving on Committee                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                       |                 |                                                                                                                                       | Storm Drain Marking                                      | No active markings within reporting period                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                       |                 |                                                                                                                                       | Clean-Up Events                                          | see notation above                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                       |                 |                                                                                                                                       | SWMD Promotions                                          | Participants from Washington Twp: 2018: 3,847; 2019: 3,717; 2020: 3,199                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                       |                 |                                                                                                                                       | SWCD Activities                                          | The Hamilton SWCD offers several opportunities related to backyard conservation, native plants, newsletters, etc. and the City of Westfield assists in promoting their programs; COVID has drastically reduced the ability to offer such programs in 2020                                                                                                                                                                                                                            |
|                                                                       |                 |                                                                                                                                       | Rule 13 Public Participation List                        | All partners maintain volunteer listings and provide relevant information as needed                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                       |                 |                                                                                                                                       | Concerns from Citizens/Report-A-Polluter                 | We-Connect: online form for service requests, complaints; est. less than 10 each year primarily regarding drainage issues                                                                                                                                                                                                                                                                                                                                                            |
| 3                                                                     | 4               | Number and location of storm drains marked or cast, segregated by marking method                                                      | Storm Drain Castings/Markings                            | No active markings (stencils or placards) within reporting period<br>Section 03800 requires pre-cast message on newly installed storm drains                                                                                                                                                                                                                                                                                                                                         |
|                                                                       | 5               | Estimated or actual linear feet or percentage of MS4 mapped and indicated on an MS4 area map                                          | Storm Sewer System Mapping                               | 486K lin. Ft. of storm pipe ; 37Kk lin ft open ditch<br>new areas are added to the mapping system through as-builts                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                       | 6               | Number and location of MS4 area outfalls mapped                                                                                       | Storm Sewer System Mapping                               | The city has approximately 200 outfalls mapped (field verification and additional mapping to be started in 2019)                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                       | 7               | Number and location of MS4 area outfalls screened for illicit discharges                                                              | IDDE Plan                                                | An update of the town's IDDE program, and screening protocols, are awaiting implementation of a new MS4 permit                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                       | 8               | Number and location of illicit discharge detected                                                                                     | IDDE Plan                                                | 2018: 3<br>2019: 2<br>2020: 1<br>typically detected through routine construction inspections or anonymous phone calls                                                                                                                                                                                                                                                                                                                                                                |
|                                                                       | 9               | Number and location of illicit discharges eliminated                                                                                  | IDDE Ordinance                                           | those noted (6) above were eliminated at that particular location; education continues during pre-cons to attempt to reduce the amount of detections                                                                                                                                                                                                                                                                                                                                 |
|                                                                       | 10              | Number of and estimated or actual amount of material, segregated by type, collected from HHW collections in MS4 area                  | Household Hazardous Waste (HHW) and Recycling Promotions | Hamilton County HHW Total Pounds Shipped: 2018: 1.6M; 2019: 1.7M; 2020: 1.7M                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                       | 11              | Number and location of constituent drop-off centers for auto fluid recycling                                                          | Household Hazardous Waste (HHW) and Recycling Promotions | This is completed only through commercial vendors such as AutoZone or through Hamilton County HHW; no public drop off sites operated by Westfield                                                                                                                                                                                                                                                                                                                                    |
|                                                                       | 12              | Number or percentage of constituents that participate in HHW collections                                                              | Houschold Hazardous Waste (HHW) and Recycling Promotions | HHW Participants from Washington Twp: 2018: 3,847; 2019: 3,717; 2020: 3,199                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                       |                 |                                                                                                                                       |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                       |                 |                                                                                                                                       |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                       |                 |                                                                                                                                       |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| MCM   | Prog. Indicator | Description                                                                                                                                                                                                              | BMP Listed in SWQMP                                                      | Progress During Reporting Period (separated by year if applicable)                                                                                                                                                                                                                                    |
|-------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 & 5 | 13              | Number of construction sites obtaining an MS4 entity issued stormwater runoff permit in the MS4 area                                                                                                                     | Stormwater Management Ordinance                                          | Ord 05-30 guides stormwater activity. The number of private permits issued each year:<br><b>2018:</b> 1062                                                                                                                                                                                            |
|       |                 |                                                                                                                                                                                                                          | Erosion and Sediment Control and Post-construction BMP Tracking Database | <b>2019:</b> 1008<br><b>2020:</b> 1354                                                                                                                                                                                                                                                                |
|       | 14              | Number of construction sites inspected                                                                                                                                                                                   | Rule 5 Compliance                                                        | During this period, 1 IDEM inspection of a City project (8 City-owned Rule 5 projects)                                                                                                                                                                                                                |
|       |                 |                                                                                                                                                                                                                          | Inspection and Enforcement Documentation                                 | Inspections forms are provided during pre-cons; tracking processes will be reviewed for next permit/reporting period                                                                                                                                                                                  |
|       |                 |                                                                                                                                                                                                                          | Plan Review, Site Inspection, and Enforcement                            | Private construction inspections and re-inspections each year:<br><b>2018:</b> 1685 and 313<br><b>2019:</b> 1654 and 371<br><b>2020:</b> 1852 and 386                                                                                                                                                 |
|       |                 |                                                                                                                                                                                                                          | Procedure for Prioritizing Program Activities                            | higher priority is placed for those activities involving previous violations with illicit discharges or bonds being pulled; proximity to open water (stream/river) will also have a higher priority                                                                                                   |
|       | 15              | Number and type of enforcement actions taken against construction site operators                                                                                                                                         | Rule 5 Compliance                                                        | No enforcement actions taken against the city during this reporting period                                                                                                                                                                                                                            |
|       |                 |                                                                                                                                                                                                                          | Plan Review, Site Inspection, and Enforcement                            | <b>2018:</b> 0 Stop Work, 73 Pending Stop and 4 Illicit Discharge Violations<br><b>2019:</b> 4 Stop Work, 166 Pending Stop and 2 Illicit Discharge Violations<br><b>2020:</b> 1 Stop Work, 135 Pending Stop and 1 Illicit Discharge Violation and 1 Dropped Violation (Onsite Meeting for Resolution) |
|       |                 |                                                                                                                                                                                                                          | Procedure for Prioritizing Program Activities                            | previous enforcement actions will lead to higher priority for inspection; this is explained during pre-con meetings                                                                                                                                                                                   |
|       | 16              | Number of, and associated construction site name and location for, public informational requests received                                                                                                                | Water Quality Hotline                                                    | We-Connect: online form for service requests, complaints from citizens are low (est 10 per year) primarily related to drainage                                                                                                                                                                        |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 17              | Number, type, and location of structural BMPs installed                                                                                                                                                                  | Erosion and Sediment Control and Post-construction BMP Tracking Database | Nothing installed in the reporting period for public BMPs, but plans are in the process for future developments which will include new BMPs.                                                                                                                                                          |
|       |                 |                                                                                                                                                                                                                          | BMP Performance Bond Requirements                                        |                                                                                                                                                                                                                                                                                                       |
|       | 18              | Number, type, and location of structural BMPs inspected                                                                                                                                                                  | Erosion and Sediment Control and Post-construction BMP Tracking Database | BMPs are inspected and maintained twice annually (9 bio-retention basins; 4 bio-swales; 5 wet basins; 1 hydrodynamic separator)<br>All aspects of this program work together to ensure proper function of the system.                                                                                 |
|       |                 |                                                                                                                                                                                                                          | Inspection and Enforcement Documentation                                 |                                                                                                                                                                                                                                                                                                       |
|       |                 |                                                                                                                                                                                                                          | Plan Review, Site Inspection, and Enforcement                            |                                                                                                                                                                                                                                                                                                       |
|       | 19              | Number, type, and location of structural BMPs maintained or improved to function properly                                                                                                                                | Plan Review, Site Inspection, and Enforcement                            | BMPs are inspected and maintained twice annually (9 bio-retention basins; 4 bio-swales; 5 wet basins; 1 hydrodynamic separator)<br>All aspects of this program work together to ensure proper function of the system.                                                                                 |
|       |                 |                                                                                                                                                                                                                          | ESC and Post-Construction BMP Tracking                                   |                                                                                                                                                                                                                                                                                                       |
|       |                 |                                                                                                                                                                                                                          | BMP Performance Bond Requirements                                        |                                                                                                                                                                                                                                                                                                       |
|       | 20              | Type and location of nonstructural BMPs utilized                                                                                                                                                                         |                                                                          | Pre-cons; Contractor's Workshop; Landscaper and HOA Workshop, websites, etc. provided to local contractors, developers, and town staff                                                                                                                                                                |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 21              | Estimated or actual acreage or square footage of open space preserved and mapped in the MS4 area, if applicable                                                                                                          | Erosion and Sediment Control and Post-construction BMP Tracking Database | 550 acres of parks within the City of Westfield                                                                                                                                                                                                                                                       |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 22              | Estimated or actual acreage or square footage of pervious and impervious surfaces mapped in the MS4 area                                                                                                                 | Erosion and Sediment Control and Post-construction BMP Tracking Database | The City does not calculate this information                                                                                                                                                                                                                                                          |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 23              | Number and location of new retail gasoline outlets or municipal, state, federal, or institutional refueling areas, or outlets or refueling areas that replaced existing tank systems that have installed stormwater BMPs | Stormwater Management Ordinance                                          | New gasoline refueling areas are required to follow the city's construction/post-construction ordinances, when applicable, as well as IDEM Office of Land Quality's requirements for such facilities                                                                                                  |
|       |                 |                                                                                                                                                                                                                          | ESC and Post-Construction BMP Tracking                                   | BMPs are tracked as applicable through the construction process and into post-construction phase                                                                                                                                                                                                      |
|       |                 |                                                                                                                                                                                                                          | Inspection and Enforcement Documentation                                 | Inspections and enforcements are tracked throughout the process                                                                                                                                                                                                                                       |
| 6     | 24              | Number and location of MS4 entity facilities that have containment for accidental releases of stored polluting materials                                                                                                 | Chemical Spill Response Plan                                             | SWPPP has been developed for Public Works Complex (houses all city offices)                                                                                                                                                                                                                           |
|       |                 |                                                                                                                                                                                                                          | Secondary Containment                                                    | Oil/Water Separators: Police, Fire, Public Works Complex                                                                                                                                                                                                                                              |
|       | 25              | Estimated or actual acreage or square footage, amount, and location where pesticides and fertilizers are applied by a regulated MS4 entity to places where                                                               | Chemical Spill Response Plan                                             | BrightView handles grounds maintenance through contract services                                                                                                                                                                                                                                      |
|       |                 |                                                                                                                                                                                                                          | Fertilizer and Pesticide Management                                      | no staff certified through OTSC; however city maintenace is contracted out through BrightView, Contractors certifications are kept on file                                                                                                                                                            |
|       | 26              | Estimated or actual linear feet or percentage and location of unvegetated swales and ditches that have an appropriate sized vegetated filter strip                                                                       | MS4 Conveyance System Maintenance Plan and Documentation                 | Riparian zones are intact throughout city; however, many stream miles are under the jurisdiction of the Hamilton County Surveyor and are maintained as such out of the control of the city                                                                                                            |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 27              | Estimated or actual linear feet or percentage and location of MS4 conveyances cleaned or repaired                                                                                                                        | MS4 Conveyance System Maintenance Plan and Documentation                 | The City estimates 20% of the conveyance is cleaned each year through a contract service provider                                                                                                                                                                                                     |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 28              | Estimated or actual linear feet or percentage and location of roadside shoulders and ditches stabilized, if applicable                                                                                                   | MS4 Conveyance System Maintenance Plan and Documentation                 | Approx. 1,100 lin. Ft. stabilized during this reporting period                                                                                                                                                                                                                                        |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 29              | Number and location of stormwater outfall areas remediated from scouring conditions, if applicable                                                                                                                       | MS4 Conveyance System Maintenance Plan and Documentation                 | None this reporting period; no scouring issues observed or reported                                                                                                                                                                                                                                   |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 30              | Number and location of deicing salt and sand storage areas covered or otherwise improved to minimize stormwater exposure                                                                                                 | Stormwater Pollution Prevention Plans (SWPPPs)                           | 1 salt storage location owned/operated by the City, located at Public Works facility<br>Covered, routinely inspected                                                                                                                                                                                  |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 31              | Estimated or actual amount, in tons, of salt and sand used for snow and ice control                                                                                                                                      | Stormwater Pollution Prevention Plans (SWPPPs)                           | <b>2018:</b> 2340 tons; <b>2019:</b> 2700 tons; <b>2020:</b> 2300 tons of Salt/deicing materials                                                                                                                                                                                                      |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 32              | Estimated or actual amount of material by weight collected from catch basin, trash rack, or other structural BMP cleaning                                                                                                | Disposal of Wastes                                                       | During this reporting disposal was on-site at the city's permitted treatment lagoons. This will change within the next reporting period/permit term as the lagoons are being remediated.                                                                                                              |
|       |                 |                                                                                                                                                                                                                          | MS4 Conveyance System Maintenance Plan and Documentation                 | The City uses a contract service provider for these services; at this time, this is not tracked, however, this will be started in the new permr term with the revisions to the Part C                                                                                                                 |
|       | 33              | Estimated or actual amount of material by weight collected from street sweeping, if applicable                                                                                                                           | Street Sweeping Program                                                  | 2018: 222 tons; 2019: 453 tons; 2020: 175 tons of material collected during this reporting period                                                                                                                                                                                                     |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |
|       | 34              | If applicable, number or percentage and location of canine parks sited at least one hundred fifty (150) feet away from a surface waterbody                                                                               | Canine Park Location                                                     | Dog waste stations are currently maintained at 7 city parks<br>The City does not currently own a dog park                                                                                                                                                                                             |
|       |                 |                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                                                                       |



## The White River Alliance (Alliance) 2018 Public Education & Involvement Activities Report

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- 3.0 Interactive Web Presence
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- 6.0 Public Involvement Events and Groups
- 7.0 Presentations
- 8.0 Future Plans

### 1.0 ALLIANCE STRUCTURE AND OVERVIEW OF OUTREACH AND EDUCATION PARTNERS

#### Alliance Board

The Alliance is governed by a 15-member Board of Directors made up of representative leaders from a diverse assemblage of stakeholder groups. 2018 Board members consisted of municipal and county officials, including representatives from Hamilton County, Marion County, Zionsville, Indianapolis, and Carmel. Industry leaders, such as Eli Lilly, the Corn and Soybean Alliance, and staff from local engineering firms, environmental service contractors, and White River State Park also help guide the organization's direction. Significant program crossover and enhancement is also achieved through Board participation from IUPUI and two respected environmental law firms. These partners help provide research coordination, policy direction, and program-related legal guidance. Two of the Board members also serve on the Education Committee, thus strengthening the Board's ties to committee activities. Likewise, two Alliance Board members also serve on the *Clear Choices Clean Water* Board. Overall, the Board is responsible for policy decisions, funding, leveraging new funds and members, and ensuring the organization realizes its vision through the strict implementation of its Strategic Plan.

#### Regional MS4 Education/Involvement Committee (Education Committee)

The Alliance coordinates an education committee that typically meets monthly or more frequently if needed. This group has historically been comprised of the participating Municipal Separate Storm Sewer System (MS4s) permitted entities; however, other stakeholder groups, such as parks departments and soil and water conservation districts, also regularly participate in these meetings (2018 MS4 members are listed below). The current Chairperson for the Education Committee is Jason Armour from the City of Fishers. The Education Committee focuses on the following:

- Developing a regional education program and messages
- Developing educational resources and programs/workshops
- Maintenance of educational elements of the Alliance's website
- Grant submittals and funding for projects
- Expansion of the Regional MS4 Education/Involvement program through community partnerships

In 2018, the Education Committee met eight times to conduct regular business and four times to edit materials and plan for the Trained Individual and Stormwater Landscape Maintenance programs. The committee's work plan focused on delivering programs to local Scout troops, participating in community events, planning and delivering the 2018 Trained Individual and Stormwater Maintenance workshops to contractors, landscapers, and home owners associations, advancing the *Clear Choices Clean Water Program (Clear Choices)* by developing new partnerships and distributing materials at local venues, and promoting the Adopt-A Storm Drain volunteer program. Highlights of several of these projects follow in various sections of this report.

The 2019 work plan was recently finalized and will reflect the priorities of the committee and continue to grow other larger, ongoing outreach efforts such as youth education, corporate service and engagement, additional opportunities for professional training for contractors, homeowners' associations, landscapers, and the expansion of *Clear Choices* to reach new individual homeowners, renters, and businesses. Decisions and direction for the committee's activities come from both group consensus and the leadership of the Alliance (its Executive Director, the Education and Technical Committee Chairpersons, and the Board). Direct outreach to complementary organizations and coordination with their activities are ongoing through the Alliance's Executive Director and other contracted staff.

Implementation of programs and direct marketing of programs and messages to targeted audiences comes from a well-established partnership with nine active MS4 partners and several other institutional organizations.

#### Participating MS4s:

- City of Carmel
- Town of Cicero
- City of Fishers
- Hamilton County
- Town of McCordsville
- City of Noblesville
- Town of Pendleton
- City of Westfield
- Town of Zionsville

The Alliance's Technical Committee is a diverse group representing governmental agencies, non-profit organizations, native plant suppliers, landscape and engineering firms, and universities. The committee is the technical resource for all of the Alliance's educational, outreach, and implementation projects. The committee supplies details for publications, content for workshops, suggests sites for educational tours, and reviews and implements the Alliance's cost-share program when funded. Although it still exists, the Technical Committee did not meet in 2018.

#### Alliance Assistance to Local Groups

As part of its work in the watershed, the Alliance is committed to developing capacity in smaller watershed groups such as the Geist/Fall Creek Watershed Alliance, Morse Waterways Association, and Eagle Creek Watershed Alliance. As part of this partnership, the Alliance offers presentations, educational materials, grant-writing advice, and other services to these local groups upon request. A 'State of the Waters' presentation and Alliance program showcase was the feature program of Morse

Waterways Association's (MWA) semi-annual meeting. The Alliance provided grant writing services and administrative support to MWA Lake and River Enhancement grant for dredging of Morse Reservoir.

#### Reconnecting to our Waterways (ROW)

Jill Hoffmann (Alliance Executive Director) continued to serve as co-chair of the ROW Steering Committee. Other Alliance staff serve on the topical committees, as well. The Alliance has continued to use ROW as an additional means for supporting *Clear Choices* outreach efforts, building community partnerships, and participating at several ROW events in order to raise awareness of water and watershed issues.

#### White River Festival and Community Partners

As MS4 communities, smaller watershed groups, and cultural institutions came together under the Alliance, a coordinated set of activities was developed and launched in 2011 under the umbrella event known as the White River Festival. Key components of the Alliance's education strategy are the messaging and programming delivered through this multi-week White River Festival. The mission of the Festival is to provide a coordinated effort in a concentrated time frame during which all education partners in the region can turn their messages and activities toward the river and water quality.

A diverse and expanding group of partners comprises the festival partner network and annually guides the evolution of the festival. These partners are also the main delivery mechanism of festival messaging and programs. Partners include conservation groups (Indiana Wildlife Federation, Hoosier Environmental Council), arts and cultural organizations (Big Car, The DaVinci Pursuit), museums and zoos (The Children's Museum of Indianapolis, White River State Park, Indianapolis Zoo), and several businesses, universities, and government entities, including many participating MS4s.

#### White River Vision Plan

A new planning project focused on the White River emerged in 2018: the White River Vision Plan. The plan is part of an initiative between the City of Indianapolis, Visit Indy, and the Hamilton County Tourism and aims to restore the river as a centerpiece of the region. Jill Hoffmann served on the project steering committee, while Scott Minor, Alliance staff, served on the Ecology and Environment committee. Such participation on behalf of our members insured that water quality, riparian habitat, and sustainable development principles were integrated into the planning process.

## **2.0 CLEAR CHOICES CLEAN WATER PROGRAM UPDATES**

The heart of the Alliance's public education and involvement program is *Clear Choices Clean Water*, which continued to grow and expand with new pledge campaigns and the launch of new state sponsors and affiliates.

#### Program Overview and Background

*Clear Choices* is a program that seeks to increase awareness about the daily choices citizens can make to improve the water quality and conservation of water supplies. Focused on individual action and social change, the program employs an online pledge system, interactive website at [www.indiana.clearchoicescleanwater.org](http://www.indiana.clearchoicescleanwater.org), and various materials and media to communicate program messages (themed postcards and banner displays, radio promotions, TV commercials, billboards, materials for youth, and social media outreach). Significant thought and application of social marketing principles have gone into the development of the *Clear Choices* program over the years since its inception in 2009.

Ten campaigns comprise the current suite of clean water action pledges. The action pledges focus on specific water quality-friendly actions such as: using phosphorus-free and/or less fertilizer, landscaping with native plants, properly disposing of pet waste, properly maintaining septic systems, conserving water use, volunteering in community efforts, caring for soil health, not feeding waterfowl, stewarding trees, and a kid-focused pledge on making smart water choices.

The newest action pledge to join the existing suite of pledges was Tree Stewardship. The Tree Stewardship campaign focuses on the relationship between trees and rain/runoff. Trees provide a simple and beautiful way to intercept stormwater runoff, decrease the amount of money need to filter water in order to remove sediment and other pollutants, and recharge ground water supplies. The pledge content also discusses the many other positive benefits of trees, such as carbon dioxide sequestration, temperature regulation, and aesthetics. Tree Stewardship encourages people to take care of and manage the trees they have and to plant more tree when possible.

*Clear Choices* has developed a reputation as a fun, engaging, easy, impactful outreach program. The results speak for themselves as the program sees more pledges each year and the associated potential for preventing large amounts of pollution from reaching local waterways. Numerous metrics have been built into the program and are evaluated every year in effort to make the program as responsive as possible.

#### 2018 Pledge Statistics

In 2018, the *Clear Choices* Indiana campaign drew in 485 pledges across the ten topical campaigns, resulting in the following pollution reduction statistics:

- 46 lawn fertilizer pledges = 792 lbs. of phosphorus averted from entering local waters and 200,600 lbs. of algae prevented
- 44 pet poo pledges = 316,824 billion fecal bacteria prevented from entering local waters
- 51 native plant and pollinator pledges = 1,836 tons of sediment/yr, 3 lbs. of phosphorus, 20 lbs. of nitrogen, and 1,534 lbs. of algae kept out of local waters
- 14 septic system pledges = up to 1,073,100 gallons of untreated wastewater prevented from entering local waters
- 175 water conservation pledges = conserving up to 16,865,679 gallons of water
- 24 volunteer service pledges
- 8 soil health pledges = 1147 tons of sediment/yr, 23 lbs. of phosphorus, 54 lbs. of nitrogen, and 6136 lbs. of algae kept out of local waters
- 9 waterfowl pledges = 85.9 billion bacteria prevented, 7 lbs. of sediment/yr, 3 lbs. of phosphorus, .08 lbs. of nitrogen, and 1,253 lbs. of algae kept out of local waters
- 98 tree stewardship pledges = 34,344,713 gallons of water intercepted/yr, 3,941,032 lbs. CO2 reduced/yr, 410,060 lbs. air pollution (dust, ash, smoke, etc.)/yr
- 16 super kid pledges = 53,294,106 gallons of water conserved, 19,978 billion bacteria prevented from entering local waters

In 2016, the *Clear Choices* program expanded to include national *Clear Choices* Affiliates in a few locations across the county, namely the Delaware River basin in New York and Pennsylvania, and the greater Toledo Ohio region. These campaigns resulted in the following pollution reduction statistics:

- 538 pledges across the seven topical campaigns implemented in these regions

- 35 lawn fertilizer pledges = 618 lbs. of phosphorus averted from entering local waters and 156,010 lbs. of algae prevented
- 52 pet poo pledges = 256,887 billion fecal bacteria prevented from entering local waters
- 49 native plant and pollinator pledges = 27 tons of sediment/yr, 89 lbs. of phosphorus, 590 lbs. of nitrogen, and 47,308 lbs. of algae kept out of local waters
- 44 volunteer service pledges
- 358 super kid pledges = 8.3 trillion gallons of water conserved, 436,662 billion bacteria prevented from entering local waters

These national *Clear Choices* Affiliates also brought critical revenue into the Indiana program, that allowed for the development of new materials and new partnerships.

The load reductions for several of the pledge campaigns were calculated using the EPA Region 5 (Region 3 for Delaware River Basin) Load Reduction Model (an Excel workbook that provides a gross estimate of sediment and nutrient load reductions from the implementation of agricultural and urban BMPs, available at [http://it.tetrattech-ffx.com/steplweb/models\\$docs.htm](http://it.tetrattech-ffx.com/steplweb/models$docs.htm)). In some cases, certain assumptions had to be made in order to calculate a load reduction (these assumptions are listed on the website pledge pages). Without these quantifiable assumptions, load reduction calculations would be impossible. Load reduction calculations play an important role in not only measuring outreach impact but also provide direct encouragement and accomplishment to participants, national Affiliate organizations, and other key partners.

#### New Partnerships

*Clear Choices* grew with several new partners in 2018.

- The Hoosier Environmental Council (HEC) joined as a licensed Partner and began sharing *Clear Choices* messaging throughout their program offerings.
- The Indiana Chapter of the Nature Conservancy (TNC) also joined as a licensed Partner. *Clear Choices* materials played a central role in the outreach TNC performed as part of their work with the Nina Mason Pulliam Charitable Trust - funded Partners for the White River.
- The Indiana Association of Soil and Water Conservation Districts (IASWCD) is participating in a pilot program with three Districts joining as licensed Partners. We hope to continue expanding the program into additional Districts in 2019.

### **3.0 INTERACTIVE WEB PRESENCE**

#### *Clear Choices Clean Water*

Since the *Clear Choices* program launched its first national Affiliate in 2016, the program is now reaching people through a variety of different, but related, websites: 1. the national program's informational homepage [www.clearchoicescleanwater.org](http://www.clearchoicescleanwater.org) 2. the *Indiana Clear Choices* interactive pledge-focused program [www.indiana.clearchoicescleanwater.org](http://www.indiana.clearchoicescleanwater.org), 3. the *Delaware River Clear Choices* interactive pledge-focused page [www.mydelawareriver.clearchoicescleanwater.org](http://www.mydelawareriver.clearchoicescleanwater.org), and 4) the newest affiliate located in northwest Ohio, the Greater Toledo/Lake Erie area. Their interactive website is <http://toledolakeerie.clearchoicescleanwater.org>. People are finding their way to the correct site for their location based on local or national marketing efforts. Statistics for the Indiana page and the national affiliate pages are included below:

### **Indiana Page**

- The website had 23,520 total pageviews from 6,102 users from January 1, 2018 through December 16, 2018.
- The website has a 36.6% bounce rate, which is a measure of how many visitors exit the site after viewing just one page. That is considered to be an excellent rate.
- People are visiting the website most by direct search and least by social media.
- The most visited pages of the website are:
  - Native Plants and Pollinators home page
  - Water Conservation home page
  - Tree Stewardship home page
  - Lawn Fertilizer home page

### **Delaware River Page**

- The website had 1,983 total pageviews from 757 users from January 1, 2018 through December 16, 2017.
- The website has a 57.9% bounce rate. That is considered to be a higher than average rate.
- People are visiting the website most by referral and least by social media.
- The most visited pages of the website are:
  - Native Plants and Pollinators home page
  - Lawn Fertilizer Types of Fertilizers page
  - Forests home page
  - Water Conservation Water Use Impacts page

### **Greater Toledo Lake Erie Page**

- The website had 11,857 total pageviews from 2,423 users from January 1, 2018 through December 16, 2018.
- The website has a 38.8% bounce rate. That is considered to be an excellent rate.
- People are visiting the website mostly by direct search and least by email.
- The most visited pages of the website are:
  - Lawn Fertilizer Fertilizer Impacts page
  - Super Kids Take a Pledge page
  - Super Kids home page
  - Native Plants and Pollinators home page

### **White River Alliance Website**

In addition to the *Clear Choices* websites, the Alliance maintains its own website, [www.thewhiteriveralliance.org](http://www.thewhiteriveralliance.org) that serves as a resource center. The website was redone in early 2018. Programs offered by the White River Alliance are the focus of the newly redesigned site. The site also features live conditions of the White River, not only for Indianapolis, but also for sites upstream. The website also features listings of upcoming events and fun facts about the watershed.

### **The website statistics for [www.thewhiteriveralliance.org](http://www.thewhiteriveralliance.org) include the following:**

- The website had 31,899 total pageviews from 10,236 users from January 1, 2018 through December 16, 2018.
- The website has a 62.6% bounce rate. This is considered to be a slightly higher than average rate.

- People are visiting the website primarily by direct and organic searches, and least by social media and email.
- The most visited pages of the website are:
  - Programs – Dragon Boat Race
  - Programs – Water Summit
  - Programs – Water Summit Agenda
  - Programs – Water Summit Registration

#### The White River Festival

During the 2018 renovation of the White River Alliance website, it was decided to merge the White River Festival into the White River Alliance website. Information for the White River Festival is now hosted under Programs and events are posted on the Events page.

## **4.0 TRAINING PROGRAMS**

### Trained Individual

The Alliance offers a few very specific training programs to key stormwater audiences, namely building contractors and developers and, more recently, homeowners association leadership representatives and landscape contractors and managers. In late 2012, the committee began charting the course for the development of a ‘Trained Individual’ certification program, a new initiative targeting earthwork contractors and construction site project managers responsible for the installation, maintenance, and management of Rule 5 permitted construction projects in Indiana. This certification and associated training workshop will help satisfy MS4 permit requirements and fill a void in current training opportunities in the region. Whereas inspectors are often the target audience for current national or regional training opportunities, the Trained Individual program is designed specifically for contractors (those installing and maintaining sediment and erosion control practices).

The ‘Trained Individual’ certification program continues to evolve since its beginnings in late 2012. In 2015, the option for participants to take a certification test at the end of the workshop was offered. By passing the test, participants demonstrate that they understand Indiana’s rules and regulations related to Rule 5, as well as the mechanics and maintenance needs of various practices, and therefore become certified as Trained Individuals for a period of two years. The test is comprised of questions from both materials presented during the workshop and the program manual. The 2017 workshop saw the addition of the Advanced Track training session. The Advanced Track is designed as a continuing education / advanced training that covers a variety of topics developed each year and is directed at those previously certified.

The 2018 workshop saw 204 in attendance with 121 of those participating in the testing portion of the Basic Track and 45 participating in the Advanced Track. All participants received the updated 2018 Contractor’s Manual for Rule 5 Trained Individuals, which contains comprehensive fact sheets for 21 of the most common construction site BMPs, as well as other updates and regulatory information that make the manual a more useful reference tool to bring back to the office or job site.

The training program is evaluated after the completion of each workshop. The committee reviews and incorporates attendee comments and continues to develop testing protocols and recertification requirements, updates the manual, and develop other program details that continue to improve and grow the program. The next workshop is being planned for February 28, 2019 in Noblesville, IN and will again include an Advanced Track for those who need to renew their certification.



### **Stormwater Landscape Maintenance Training Program**

The third annual workshop, now called the Stormwater Landscape Maintenance Training Program, focused on bringing homeowners associations (HOAs) and their landscape managers up to speed on maintenance requirements related to green infrastructure features on their property. The workshop was held at the Noblesville City Hall and involved presentations from MS4 members, as well as commercial nursery, restoration/maintenance, and pond maintenance contractors. There were approximately 55 attendees not counting staff and speakers—a significant increase over past years. The reviews for the workshop were overwhelmingly positive.

## **5.0 SOCIAL MEDIA AND E-NEWS**

### **Alliance Social Media**

The White River Alliance and Festival Facebook page has 817 likes (81 new this year) and 807 followers. The site can be viewed by visiting <https://www.facebook.com/UpperWhiteRiverWatershedAlliance>.

- Approximately 7,500 people were reached each period (4-month timeframe) through the Facebook page. Reach includes the number of people who were served any activity from the Page including posts, posts to the Page by other people, Page like ads, mentions and check-ins.

Tweets were made to the Alliance's Twitter page approximately two times per week, including retweeting any Tweets by other organizations. The Twitter page currently has 657 followers (138 more than last year) and can be viewed by visiting <https://twitter.com/whiteriveralli>. Obtaining analytics about a Twitter account requires paying for a Twitter Business account. At this point in time the Alliance account is a basic account, so no measure of the impacts or reach of the Tweets is available. What began as a following composed mainly of Alliance members and partners has expanded to groups and individuals who had never heard of the Alliance or engaged with it in the past, including many from outside of Indiana.

The Alliance continues to maintain a LinkedIn page, although, it is not widely used. The LinkedIn page can be viewed by visiting <https://www.linkedin.com/company/white-river-alliance>. As was the case in 2016, obtaining analytics about a LinkedIn account requires paying for an upgraded account. We continue to maintain a basic account, so no measure of the impacts or reach of our connections or posts is available.

### Clear Choices Social Media

The *Clear Choices* Facebook page was maintained and posts were made approximately twice per week. The Facebook page has 454 likes (30 new this year) and 447 followers. The site can be viewed by visiting <https://www.facebook.com/clearchoicescleanwater>.

- Approximately 1,300 people were reached organically each period (4-month timeframe) through the Facebook page. Reach includes the number of people who were served any activity from the Page including posts, posts to the Page by other people, Page like ads, mentions and check-ins.

Tweets were made regularly to the *Clear Choices* Twitter page, including retweeting any Tweets by other organizations. The Twitter page currently has 180 followers (28 more than last year) and can be viewed by visiting <https://twitter.com/ClearChoices>. Obtaining analytics about a Twitter account requires paying for a Twitter Business account. At this point in time the *Clear Choices* account is a basic account, so no measure of the impacts or reach of the *Clear Choices* Tweets is available.

### **E-Newsletter Coverage**

The Alliance actively distributes its own e-newsletter, *Watershed Currents*. It is distributed monthly or more frequently with special events or announcements. *Watershed Currents*, as well as partners' newsletters, posted articles or direct promotions related to the *Clear Choices Clean Water* program or other water education topics. Some e-news statistics include:

- White River Alliance *Watershed Currents* – 16 issues, distribution to approximately 2450 people each edition
- *Clear Choices Clean Water* – new to 2018, this e-newsletter is distributed to those that have taken an action pledge on the *Clear Choices* website
- Keep Indianapolis Beautiful – multiple issues related to various events that included *Clear Choices* related subject matter
- Hoosier Environmental Council—multiple issues related to *Clear Choices* campaign promotion

## **6.0 PUBLIC INVOLVEMENT EVENTS**

### Indiana Water Summit

The Alliance hosted the inaugural Indiana Water Summit on August 12 and 13. The two-day event was an apolitical forum that brought together experts across sectors, users, government levels and boundaries, and disciplines. The first day event, held at the Indiana State Museum, was a chance for the public to engage in the topic and learn from inspiring author and speaker, Charles Fishman. The second day event, held at the JW Marriott, brought together local and national speakers to begin an ongoing conversation about regional planning. Together the two events garnered an audience of 330 people.

### White River Cleanup

Historically one of the highest profile river-related events in Central Indiana has been and continues to be the annual White River Cleanup. In recent years, it has been linked to the kick-off of the White River Festival. Community volunteers not only remove trash from the White River, the event is also used as an opportunity to educate the public on ways in which they can make a difference in their community and impact water quality. Communities and organizations from Delaware County to Morgan County typically participate in this watershed-wide event, which is coordinated by many of the individual MS4s and key local interest groups in conjunction with the Alliance. The event usually receives local media coverage from television, radio, and local newspapers and draws hundreds of participants.

Even as the amount of trash pulled from the river has decreased over the years, public interest in the cleanups has continued to increase. As a result, MS4s have begun looking at new ways to engage volunteers at new events that are shorter in length or offered at alternate times throughout the year. To this end – and demonstrating the synergies possible between the Alliance’s current programs and projects – the Alliance is able to offer complementary programming opportunities and materials funded through additional partnerships. In particular, the development of a program called, “SWAT” (StormWater Action Teams), has arisen. This program focuses on cleaning up storm drains with teams of individuals marking drains and distributing door hangers that suggest participation in the *Clear Choices* Adopt-A-Storm-Drain program.

Unfortunately, due to a very rainy September and even after rescheduling, the cleanups were not held this year. The events were ultimately cancelled due to safety concerns for the participants.

#### White River Festival, September 8-30

The eighth year of the Festival featured 14 partner events on the Festival calendar. Events were diverse in nature and targeted diverse audiences. They leveraged the successes of established events (20+ year old river cleanups) and reputable programs such as those associated with the Indiana Department of Natural Resources. Partnering with major institutions’ events helps the Festival gain visibility and credibility and puts a concentrated focus on the river.

The following events appeared on the 2018 Festival calendar:

- Zionsville Creekfest / Zionsville
- Noblesville Main Street Duck Race / Noblesville
- Nina Mason Pulliam EcoLab Mighty Macroinvertebrates / Indianapolis
- Fishers and Carmel White River Cleanup / Carmel
- Noblesville White River Cleanup / Noblesville
- White River Watchers Annual River Cleanup / Anderson
- Indiana Wildlife Federation Monarch Tagging / Indianapolis
- City of Fishers Geist Reservoir Corporate Cleanup / Fishers
- Shoreline Fishing Trip Down the White River / Multiple Locations
- Shoreline Fishing Trip Down the White River – Northern Stretch / Multiple Locations
- Dirty Water / The Children’s Museum of Indianapolis
- Owen County Water Day / Spencer
- Fishing Triathlon / Indianapolis
- Ride for the Mounds (Greenway) / Daleville
- 8<sup>th</sup> Annual White River Celebration and Stewardship Fundraiser – Dragon Boat Races / Indianapolis

Unfortunately, September was a very rainy month in 2018. Because so many of the events occur in, near or next to the river a number of the events on the calendar were cancelled due to safety concerns for the participants.

### White River Celebration and Stewardship Awards Fundraiser

The annual capstone event for the White River Festival featured dragons invading the White River in 2018 – dragon boat races that is. Dragon boat races on the White River were chosen as this year's fundraiser to raise awareness of the importance of the White River that many don't even realize is in their backyard.

Participants registered as teams of 21 and competed against other teams in one of two divisions: Community or Breast Cancer Survivors. A total of 19 teams paddled their 46-foot dragon style vessel up the White River in an intense, adrenaline pumping race lasting less than 1 minute 30 seconds. Awards were presented to the top 3 teams in each division.

#### Community Division

- 1<sup>st</sup> Place – Chicago River Gange
- 2<sup>nd</sup> Place – Chicago Blades
- 3<sup>rd</sup> Place – PSRB and Friends

#### Breast Cancer Survivor Division

- 1<sup>st</sup> Place – Indy SurviveOars Fury
- 2<sup>nd</sup> Place – The Kentucky Thoroughbreasts
- 3<sup>rd</sup> Place – Prairie Dragon Paddlers

Stewardship awards were also presented during the day, recognizing those that are implementing projects or providing leadership to ensure a healthy, sustainable environment in central Indiana.

#### 2018 Stewardship Award winners are:

- Distinguished Member of the Year: IUPUI Department of Political Science with Special Recognition of Bill Blomquist
- Exceptional Commitment to Watershed Protection: Marion County Wellfield Education Corporation
- Extraordinary Supporter of Water Stewardship: HWC Engineering



## Other Community Events and Other Engagement

### **Indiana State Museum Eco Science Fair, April 13**

Staff participated in the annual Eco Science Fair at the Indiana State Museum on April 13. In addition to maintaining an active booth space making seed bombs and distributing Pollinator Protection materials, staff participated in project review with students and a follow-up Eco-Explorers Summer Camp on June 20.

### **White River Alliance Annual Meeting, July 12**

This year's meeting was held at the White River Alliance office in Indianapolis on July 12. Representatives from the White River Vision Plan team presented information to attendees about what the White River Vision Plan is and some of their early findings of the discovery phase. In addition, attendees received Alliance program updates and a quick overview of the future plans for the Alliance. Locally crafted beers and wines were available for attendees to sample. Approximately 50 people attended.

### **Scout Camp Family Fun Friday, June and July**

For six Fridays during the months of June and July, the Alliance partnered with the Boy Scouts of America at their Family Fun Fridays held at Camp Belzer. The Alliance gave participating Scouts and their families a brief overview about the importance of clean water and provided the Scouts with *Clear Choices* kids' packets that include a bookmark, sticker, native seed packet, and a foldout activity guide about stormwater impacts and the White River Watershed. Participants were also able to make a water cycle bracelet at the event. Participation numbers ranged from 200-600 kids each Friday, with an estimated 2,100 total participating in the Alliance's activity station. The station was staffed mostly by local MS4 stormwater staff with some assistance from Alliance coordinators.

### **Indiana Association of Soil and Water Conservation Districts (IASWCD)**

Staff maintained a *Clear Choices* booth at this annual conference held at the Indianapolis Marriott Downtown on Jan. 8-9. The IASWCD also launched a *Clear Choices* pilot program, bringing the program to three SWCD districts: Putnam County, Wabash County, and Marshall County. Program successes will be evaluated with the goal of expanding the program into additional districts in 2019.

### **Indiana State Legislative Water Infrastructure Task Force**

Staff provided testimony to the Task Force, attended all four day-long meetings in September and October, and submitted formal comments at various phases. The Task Force issued its final report at the end of October, and its recommendations are advancing within the Legislature.

### **IDEM Rule 5 and Rule 13 New Permit Advisory Committee**

Staff participated in several Advisory Committee meetings aimed at finalizing the new NPDES general permit for sediment and erosion control (Rule 5), as well as for the new general permit regulating MS4 activities and programs (Rule 13). Both draft rules will advance for public comment and approval in the spring of 2019.

### **Indiana MS4 Partnership Board**

Staff participated in two MS4 Partnership Board meetings and assisted with planning of the 2019 MS4 annual meeting agenda and content.

### **White River Caucus Meetings**

Staff attended the initial White River Caucus meeting, as well as individual follow-up meetings with Caucus leaders.

## **7.0 PRESENTATIONS AND OTHER PUBLIC MEDIA**

The Alliance coordinators frequently deliver technical presentations about regional water quality and watershed planning strategies at statewide or national events. Presentations typically cover results from ongoing studies, scientific information about water quality, water quantity solutions, and/or social marketing strategies related to *Clear Choices*. Every presentation focuses on the key messages and resources that have been developed by the Alliance's Education and Technical Committees. Several presentations are entitled "Central Indiana's State of the Waters". These presentations are targeted to everyone from public officials to business leaders to community service organizations.

- Indianapolis Star reporters internal training
- Morse Waterways Association Semi-Annual Meeting
- Ambrose Property Group
- Master Naturalists Indiana Wildlife Federation Annual Meeting and 80<sup>th</sup> Year Celebration
- Professional Geologists Association
- Indiana Association of Landscape Architects Annual Conference
- Indiana Water Resources and Indiana Monitoring Council Joint Fall Symposium
- One Water Conference
- Alliance staff published an article in the November-December issue of the Indiana Nursery & Landscape News titled, Learning to Maintain Functional Stormwater Management Features.

### **Mass Media Coverage**

A variety of Alliance events and key educational water quality messages were pitched to news print, TV, and radio media outlets. **Sixty-one (61) published placements occurred totaling nearly 15 million total impressions.** Published placements appeared in the following outlets: Indy Star, Indianapolis Business Journal, The Current, Noblesville Times, The Herald Bulletin, WFYI, Harford City News Times, Indy Style, Batesville Herald Tribute, Farmers Exchange Online, WISH-TV, NUVO, Charitable Advisors, Greensburg Daily News, Inside Indiana Business, Indianapolis Record, Indy Public Media, Fox 59, WBAA, WIBC FM, Daily Journal, Current in Geist, Visit Indy, Tribune Star, CBS 4, WRTV, Around Indy, Daily Reporter, Zionsville Times Sentinel, Southsider Voice, and Urban Times.

## **8.0 FUTURE PLANS**

### **Clear Choices Clean Water Program**

Several advancements are on the horizon for *Clear Choices* in 2019. Most notable will be the launch of the new Climate Change pledge campaign and the expansion of the national program into the Chesapeake Bay with the Chesapeake Bay Riverkeepers. A series of new *Clear Choices* topical video spots will also be released and distributed to partners.

### **Trained Individual Advancements**

The next workshop (being planned for February 28, 2019), will continue to offer certification opportunities for contractors via a 60-question test covering the course's content. The Alliance will continue to maintain a database of all certified contractors that can be accessed by participating MS4s. This allows municipalities and counties to ensure there is a Trained Individual on staff at local

construction projects. The Advanced Track training will continue to include several hands-on product demonstration stations.

#### **Landscapers and HOA Outreach & Training**

A participant's manual is being created with some of the key take-home messages about maintenance and ownership responsibilities. Because the subject is driven by local regulations, the need for the workshop and its primary messages regarding green infrastructure maintenance and ownership responsibility remains strong.

#### **Indiana Water Summit**

Due to the success and interest sparked during the Summit, three topical action forums are planned for key White River watershed stakeholder groups. The outcomes of these forums will be used to demonstrate what regional water planning advancement could/should look like and therefore serve as a model for other regions in the state. One of the goals of the Summit is to increase cooperation across groups and lay a strong regional foundation that can guide state-wide water planning.

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- 1.0 PROGRAM AND ORGANIZATIONAL STRUCTURE**
- 2.0 PROGRAM IMPLEMENTATION**
- 3.0 MCM 1 – PUBLIC EDUCATION AND OUTREACH**
  - 3.1 *Clear Choices Clean Water Program*
  - 3.2 White River Alliance Website Content
  - 3.3 Social Media and E-news
  - 3.4 Public Presentations
  - 3.5 Mass Media Coverage
- 4.0 MCM 2 – PUBLIC INVOLVEMENT**
  - 4.1 Training Programs
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- 5.0 FUTURE PLANS**

**1.0 PROGRAM AND ORGANIZATIONAL STRUCTURE**

White River Alliance Board

The White River Alliance (Alliance) is governed by a 15-member Board of Directors made up of representative leaders from a diverse assemblage of stakeholder groups. **2019 Board members** consisted of municipal and county officials, including representatives from Hamilton County, Marion County, Zionsville, Indianapolis, and Carmel. Industry leaders, such as Eli Lilly, the Indiana Corn and Soybean Alliance, and staff from local engineering firms, environmental service contractors, and White River State Park also help guide the organization's direction. Significant program crossover and enhancement is also achieved through Board participation from IUPUI and two respected environmental law firms. These partners help provide research coordination, policy direction, and program-related legal guidance. Two of the Board members also serve on the Education Committee, thus strengthening the Board's ties to committee activities. Likewise, two Alliance Board members also serve on the *Clear Choices Clean Water* Board. Overall, the Board is responsible for policy decisions, funding, leveraging new funds and members, and ensuring the organization realizes its vision through the strict implementation of its Strategic Plan. The Alliance Board met ten (10) times in 2019 with an additional eight (8) Board sub-committee meetings.

Regional MS4 Education/Involvement Committee (Education Committee)

The Alliance coordinates an education committee that typically meets monthly or more frequently if needed. This group has historically been comprised of the participating Municipal Separate Storm Sewer System (MS4s) permitted entities; however, other stakeholder groups, such as parks departments and soil and water conservation districts, also regularly participate in these meetings (2019 MS4 members are listed below). The current Chairperson for the Education Committee is Jason Armour from the City of Fishers. The Education Committee focuses on the following:

- Developing a regional education program and messages
- Developing educational resources and programs/workshops
- Maintenance of educational elements of the Alliance's website
- Grant submittals and funding for projects
- Expansion of the Regional MS4 Education/Involvement program through community partnerships

## 2.0 PROGRAM IMPLEMENTATION

Implementation of programs and direct marketing of programs and messages to targeted audiences comes from a well-established partnership with nine active MS4 partners and several other institutional organizations.

Participating MS4s:

- City of Carmel
- Town of Cicero
- City of Fishers
- Hamilton County
- Town of McCordsville
- City of Noblesville
- Town of Pendleton
- City of Westfield
- Town of Zionsville
- City of Lawrence

Decisions and direction for the committee's activities come from both group consensus and the leadership of the Alliance (its Executive Director, the Education Committee Chairperson, and the Board). Direct outreach to complementary organizations and coordination with their activities are ongoing through the Alliance's Executive Director and other contracted staff.

In 2019, the Education Committee met eight (8) times to conduct regular business and two (2) times to edit materials and plan for the Trained Individual and Stormwater Landscape Maintenance programs. The committee's work plan focused on delivering these programs, participating in community events, advancing the *Clear Choices Clean Water Program (Clear Choices)* by developing new partnerships and distributing materials at local venues, organizing two SWAT events (one cancelled due to weather), and promoting the Adopt-A Storm Drain volunteer program.

The annual work plan was funded directly by the above participating MS4s in order to fulfill permit requirements for Minimum Control Measures (MCMs) 1 & 2 as well as training elements associated with MCMs 4 & 5. Cooperatively, the participating MS4s contributed \$59,000 to the 2019 program and leveraged another \$490,000 in related programming from Alliance grants and program service revenue.

Outcomes from the work plan, as well as directly complementary public education and involvement efforts, are detailed in various sections of this report.

### 3.0 MCM 1 – PUBLIC EDUCATION AND OUTREACH

#### 3.1 *Clear Choices Clean Water Program*

The heart of the Alliance's public education and involvement program is the *Clear Choices Clean Water Program*, which continued to grow and expand with upgraded pledge campaigns and the launch of new state sponsors and affiliates.

##### Program Overview and Background

*Clear Choices* is a program that seeks to increase awareness about the daily choices citizens can make to improve the water quality and conservation of water supplies. Focused on individual action and social change, the program employs an online pledge system, interactive website at [www.indiana.clearchoicescleanwater.org](http://www.indiana.clearchoicescleanwater.org), and various materials and media to communicate program messages (themed postcards and banner displays, radio promotions, TV commercials, billboards, materials for youth, and social media outreach). Significant thought and application of social marketing principles have gone into the development of the *Clear Choices* program over the years since its inception in 2009.

Ten (10) campaigns comprise the current suite of clean water action pledges. The action pledges focus on specific water quality-friendly actions such as: using phosphorus-free and/or less fertilizer, landscaping with native plants, properly disposing of pet waste, properly maintaining septic systems, conserving water use, volunteering in community efforts, caring for soil health, not feeding waterfowl, stewarding trees, and a kid-focused pledge on making smart water choices.

In 2019, the *Clear Choices* Lawn Fertilizer pledge was revamped to focus more on using less nitrogen as opposed to its prior focus on phosphorus. This was done because phosphorus has, for the most part, been removed from lawn fertilizers. The only lawn fertilizers that still have phosphorus in them are lawn starter fertilizers, which should only be used when starting a new lawn. One will notice that the pledge statistics reflect this change as there are no phosphorus statistics listed.

*Clear Choices* has developed a reputation as a fun, engaging, easy, impactful outreach program. The program inspires action-based behavior-change pledges that help prevent large amounts of pollution from reaching local waterways. Numerous metrics have been built into the program and are evaluated every year in effort to make the program as responsive as possible.

##### 2019 Pledge Statistics

In 2019, the *Clear Choices* Indiana campaign drew in 284 pledges across the ten topical campaigns, resulting in the following pollution reduction statistics:

- 23 lawn fertilizer pledges = 3738 lbs. of phosphorus averted from entering local waters and 64,900 lbs. of algae prevented
- 39 pet poo pledges = 299,699 billion fecal bacteria prevented from entering local waters
- 36 native plant and pollinator pledges = 298,577 tons of sediment/yr, 500 lbs. of phosphorus, 3305 lbs. of nitrogen, and 250,463 lbs. of algae kept out of local waters
- 5 septic system pledges = up to 306,600 gallons of untreated wastewater prevented from entering local waters
- 80 water conservation pledges = conserving up to 9,103,572 gallons of water
- 28 volunteer service pledges
- 10 soil health pledges = 4,198,072 tons of sediment/yr, 34,834 lbs. of phosphorus, 101,645 lbs. of nitrogen, and 10,464,383 lbs. of algae kept out of local waters

- 2 waterfowl pledges = 76 lbs. of sediment/yr, 0.127 lbs. of phosphorus, 0.85 lbs. of nitrogen, and 64 lbs. of algae kept out of local waters
- 21 tree stewardship pledges = 15,904,283 gallons of water intercepted/yr, 2,170,808 lbs. CO2 reduced/yr, 106,050 lbs. air pollution (dust, ash, smoke, etc.)/yr
- 40 super kid pledges = conserving up to 5,394,106 gallons of water conserved, 82,766 billion bacteria prevented from entering local waters

The load reductions for several of the pledge campaigns were calculated using the EPA Region 5 Load Reduction Model (an Excel workbook that provides a gross estimate of sediment and nutrient load reductions from the implementation of agricultural and urban BMPs, available at [http://it.tetratech-ffx.com/steplweb/models\\$docs.htm](http://it.tetratech-ffx.com/steplweb/models$docs.htm)). In some cases, certain assumptions had to be made in order to calculate a load reduction (these assumptions are listed on the website pledge pages). Without these quantifiable assumptions, load reduction calculations would be impossible. Load reduction calculations play an important role in not only measuring outreach impact but also provide direct encouragement and accomplishment to participants, national Affiliate organizations, and other key partners.

#### 2019 Clear Choices Clean Water Website Statistics

Not every visitor to the *Clear Choices* website takes an action pledge. Many visitors are there simply to learn more about the topics or get technical assistance and/or resources to share.

2019 statistics for the website include:

- 69,342 total pageviews from 34,583 users from January 1, 2019 through November 30, 2019.
- A sharp increase in mobile interaction with the website; mobile use now exceeds desktop use
- While mobile use is up, most visitors are coming to the page by direct URL searches or partner links; social media is currently a minor driver regarding visitation.
- The most visited pages of the website are:
  - Super Kids Take a Pledge page
  - Pet Poo Take a Pledge page
  - Lawn Fertilizer Take a Pledge page
  - Service Take a Pledge page

In 2016 and 2017, the *Clear Choices* program expanded to include national *Clear Choices* Affiliates in a few locations across the country, namely the Delaware River basin in New York and Pennsylvania, and the greater Toledo Ohio region on the shores of Lake Erie. Most recently, in June of 2019, the national program grew to include the Chesapeake Bay Waterkeepers. This national program growth is responsible for notable pollution reductions in some of our nation's most treasured and critical waters. It has also proven to be a great mechanism for learning from other water quality leaders, gaining exposure among funders, and bringing critical revenue back to the Indiana program. This added revenue has allowed for the development of new materials and new partnerships.

Since the *Clear Choices* program launched its first national affiliate in 2016, the program is now reaching people through a variety of different, but related, websites: 1. The national program's informational homepage [www.clearchoicescleanwater.org](http://www.clearchoicescleanwater.org), 2. Indiana *Clear Choices* interactive pledge-focused program [www.indiana.clearchoicescleanwater.org](http://www.indiana.clearchoicescleanwater.org), and 3. Several national affiliate pages including: [www.mydelawariver.clearchoicescleanwater.org](http://www.mydelawariver.clearchoicescleanwater.org), <http://toledolakeerie.clearchoicescleanwater.org>, and <http://mychesapeake.clearchoicescleanwater.org>. People are finding their way to the correct site for their location based on local or national marketing efforts.

## New Partnerships

*Clear Choices* grew with several new partners in 2019.

- A conglomeration of partners in the Chesapeake Bay region joined as a National Affiliate
- The City of Lawrence and the Town of Speedway, two MS4s within the watershed, became licensed partners.
- Reconnecting to Our Waterways became a licensed in-kind partner in 2019. They are utilizing the program as a call-to-action in their neighborhood-level waterway efforts.
- The Indianapolis Office of Land Stewardship is joining as an in-kind licensed partner to support their work with pollinator protection and stormwater management
- *Clear Choices* continued to cultivate relationships with the Indiana State Museum (ISM) and Conner Prairie by collaborating on communications strategies, water-related education content, and program delivery. A highlight of the year was the collaboration with the ISM's summer Urban Ecology Camp (see Section 6.0).
- *Clear Choices* began growing and engaging a group of educators and communications specialists that will form the basis of an advisory committee set to formally launch in 2020. The group will help with the *Clear Choices* website updates, White River Alliance value of water initiative, and other related education efforts. The group is comprised of White River Alliance Education Forum participants, Educator Boat Trip participants, municipal education and communications staff, and parks personnel.

### **3.2 White River Alliance Website Content**

In addition to the *Clear Choices* websites, the Alliance maintains its own website, [www.thewhiteriveralliance.org](http://www.thewhiteriveralliance.org) that serves as an educational outlet and resource center. Public education and program participation are the focus of the Alliance's website. The site also features live conditions of the White River for site throughout the watershed. These conditions help educate people about water quality threats and flow risks associated with the river in real time. The website also features several watershed studies, fun facts about the watershed, relevant news stories, and a list of upcoming events.

2019 website statistics for [www.thewhiteriveralliance.org](http://www.thewhiteriveralliance.org) include:

- 38,521 total pageviews from 12,123 users from January 1, 2019 through November 30, 2019.
- Most interaction with the website are occurring primarily by desktop devices
- People are visiting the website primarily by direct and organic searches, and least by social media and email
- The most visited pages of the website are:
  - Programs – Dragon Boat Race
  - Programs – Water Summit
  - About the River – Live Conditions

### **3.3 Social Media and E-news**

#### **Alliance Social Media**

The White River Alliance and Festival Facebook page has 1,000 likes and 1,112 followers. The site can be viewed by visiting <https://www.facebook.com/WhiteRiverAlliance>.

- Nearly 52,000 people were reached through posts on the Facebook page from January 1, 2019 to November 30, 2019. Reach includes the number of people who were served any activity from the Page including posts, posts to the Page by other people, Page like ads, mentions and check-ins.

Tweets were made to the Alliance's Twitter page approximately two times per week, including retweeting any Tweets by other organizations. The Twitter page currently has 657 followers (322 more than last year) and can be viewed by visiting <https://twitter.com/whiteriveralli>. Obtaining analytics about a Twitter account requires paying for a Twitter Business account. At this point in time, the Alliance account is a basic account, so no measure of the impacts or reach of the Tweets is available. What began as a following composed mainly of Alliance members and partners has expanded to groups and individuals who had never heard of the Alliance or engaged with it in the past, including many from outside of Indiana.

The Alliance continues to maintain a LinkedIn page, although, it is not widely used. The LinkedIn page can be viewed by visiting <https://www.linkedin.com/company/white-river-alliance>. As was the case in 2016, obtaining analytics about a LinkedIn account requires paying for an upgraded account. We continue to maintain a basic account, so no measure of the impacts or reach of our connections or posts is available.

#### **Clear Choices Social Media**

The *Clear Choices* Facebook page was maintained and posts were made approximately twice per week. The Facebook page has 501 likes and 595 followers. The site can be viewed by visiting <https://www.facebook.com/clearchoicescleanwater>.

- Approximately 15,300 people were reached through posts on the Facebook page from January 1, 2019 to November 30, 2019. Reach includes the number of people who were served any activity from the Page including posts, posts to the Page by other people, Page like ads, mentions and check-ins.

Tweets were made regularly to the *Clear Choices* Twitter page, including retweeting any Tweets by other organizations. The Twitter page currently has 200 followers (20 more than last year) and can be viewed by visiting <https://twitter.com/ClearChoices>. Obtaining analytics about a Twitter account requires paying for a Twitter Business account. At this point in time the *Clear Choices* account is a basic account, so no measure of the impacts or reach of the *Clear Choices* Tweets is available.

The *Clear Choices* Instagram page is active again, after a long hiatus due to technical issues. <https://www.instagram.com/clearchoicescleanwater/>. The account currently has 189 followers.

#### **E-Newsletter Coverage**

The Alliance actively distributes its own e-newsletter, *Watershed Currents*. It is distributed monthly or more frequently with special events or announcements. *Watershed Currents*, as well as partners' newsletters, posted articles or direct promotions related to the *Clear Choices Clean Water* program or other water education topics. Some e-news statistics include:

- White River Alliance *Watershed Currents* – 20 issues, distribution to approximately 2,853 people each edition
- *Clear Choices Clean Water* – 11 issues, distribution to approximately 2,749 people each addition

### **3.4 Public Presentations**

The Alliance staff frequently deliver technical presentations about regional water quality and watershed planning strategies at statewide or national events. Presentations typically cover results from ongoing studies, scientific information about water quality, water quantity solutions, and/or social marketing strategies related to *Clear Choices*. Every presentation focuses on the key messages and resources that have been developed by the Alliance's Education and Technical Committees. Several presentations are

entitled “Central Indiana’s State of the Waters”. These presentations are targeted to everyone from public officials to business leaders to community service organizations.

- Feb. 21 – White River Vision Plan technical workshop on water quality and river health. Approximately 35 attendees.
- Sept. 5 – Networking breakfast and panel discussion hosted by the Conner Prairie Horizon Council and sponsored by Citizens Energy Group. Approximately 100 attendees.
- Sept. 19 – Geist Fall Creek Watershed Alliance water quality forum. Cooperative presentation with City of Fishers Stormwater Dept. Approximately 15 attendees.
- Oct. 1 – Biannual Morse Waterways Association property owners’ meetings. Approximately 60 attendees.

### **3.5 Mass Media Coverage**

A variety of Alliance events and key educational water quality messages were pitched to news print, TV, and radio media outlets. **Forty-six (46) published placements** occurred totaling over 17 million total impressions. Published placements appeared in the following outlets: Indianapolis Star, WISH TV, WIBC FM, Greensburg Daily News, Farm World, BizVoice Magazine, Fort Wayne Journal Gazette, Indianapolis Recorder, NUVO, WBIW, WTHR, Indy Style, The Current, Fox59, Visit Indy, Inside Indiana Business, CBS 4, and The Weekly View.

## **4.0 MCM 2 – PUBLIC INVOLVEMENT**

### **4.1 Training Programs**

#### **Trained Individual**

The Alliance offers a few very specific training programs to key stormwater audiences, namely building contractors and developers and, more recently, homeowners association leadership representatives and landscape contractors and managers. In late 2012, the committee began charting the course for the development of a ‘Trained Individual’ certification program, a new initiative targeting earthwork contractors and construction site project managers responsible for the installation, maintenance, and management of Rule 5 permitted construction projects in Indiana. This certification and associated training workshop helps satisfy MS4 permit requirements tied to MCM 4 and fill a void in current training opportunities in the region. Whereas inspectors are often the target audience for current national or regional training opportunities, the Trained Individual program is designed specifically for contractors (those installing and maintaining sediment and erosion control practices).

The ‘Trained Individual’ certification program continues to evolve since its beginnings in late 2012. In 2015, the option for participants to take a certification test at the end of the workshop was offered. By passing the test, participants demonstrate that they understand Indiana’s rules and regulations related to Rule 5, as well as the mechanics and maintenance needs of various practices, and therefore become certified as Trained Individuals for a period of two years. The test is comprised of questions from both materials presented during the workshop and the program manual. The 2017 workshop saw the addition of the Advanced Track training session. The Advanced Track is designed as a continuing education / advanced training that covers a variety of topics developed each year and is directed at those previously certified.

The **2019 workshop saw 206 in attendance with 131 of those participating in the Basic Track and 64 participating in the Advanced Track.** Of those participating in the Basic Track, 115 participated in the testing portion. All participants received the updated 2018 Contractor’s Manual for Rule 5 Trained

Individuals, which contains comprehensive fact sheets for 21 of the most common construction site BMPs, as well as other updates and regulatory information that make the manual a more useful reference tool to bring back to the office or job site.

The training program is evaluated after the completion of each workshop. The committee reviews and incorporates attendee comments and continues to develop testing protocols and recertification requirements, updates the manual, and develop other program details that continue to improve and grow the program. The next workshop is scheduled for February 27, 2020 in Noblesville, IN and will again include an Advanced Track for those who need to renew their certification.



#### Stormwater Landscape Maintenance Training Program

The third annual workshop, now called the Stormwater Landscape Maintenance Training Program, focused on bringing homeowners associations (HOAs) and their landscape managers up to speed on maintenance requirements related to green infrastructure features on their property. This training workshop helps satisfy MS4 permit requirements tied to MCM 5. The workshop was held at the Noblesville City Hall and involved presentations from MS4 members, as well as the Hamilton County SWCD and pond maintenance contractors. A green infrastructure maintenance guide was also developed and distributed this year. There were approximately 55 attendees not counting staff and speakers—a significant increase over past years. The reviews for the workshop were overwhelmingly positive.

#### **4.2 Public Involvement Events**

##### Indiana Water Summit

The Alliance hosted the 2<sup>nd</sup> Annual Indiana Water Summit on August 14 and 15. The two-day event was an apolitical forum that brought together experts across sectors, users, government levels and boundaries, and disciplines. The first day event, held at Conner Prairie, was a chance for the public to get 'hands-on' with all things water. Professionals provided attendees with information on water infrastructure, water regulations, water quality threats, and water use trends among major water users. The second day event, held at the Athenaeum, brought together local and national speakers to begin an ongoing conversation focused on building widespread understanding about competing water needs, best-practice water quality strategies, and regional water planning approaches needed to guide Indiana's water future. Together the two events garnered an audience of 212 people.

Prior to the 2019 Indiana Water Summit, three regional water forums were held, each focused on a key group of water stakeholders and associated objectives identified at last year's Water Summit. These groups included: educators, sampling partners, and significant water users. The primary purpose of these

forums was to share data, increase knowledge, and better understand the collaborative opportunities that exist within each group with respect to water education, assessment, and management.

- The Educators Forum involved 20 partners from 18 organizations. The group brainstormed messaging that effectively communicates the value of water, learned about the work being done in Minnesota to create public will around water, and began identifying outreach strategies for implementing the upcoming value of water initiative.
- The Significant Water Users Forum was very effective at breaking down suspicions, sharing ongoing conservation successes, and broadening perspectives of each users' challenges and impacts. The discussion laid the groundwork for future collaborations and better overall communication. This is a key part of building regional cooperation in order to safeguard our water quality and supply.
- The Sampling Partners Forum brought together 16 different agencies, municipalities, and other organizations involved in water sampling. Considerable progress was made in understanding sampling standards, communication barriers, and overall goals in the effort to make sampling more efficient, effective, and supportive of common objectives across the state.

#### White River Cleanup

Historically one of the highest profile river-related events in Central Indiana has been and continues to be the annual White River Cleanup. In recent years, it has been linked to the kick-off of the White River Festival. Community volunteers not only remove trash from the White River, the event is also used as an opportunity to educate the public on ways in which they can make a difference in their community and impact water quality. Communities and organizations from Delaware County to Marion County typically participate in this watershed-wide event, which is coordinated by many of the individual MS4s and key local interest groups in conjunction with the Alliance. The event usually receives local media coverage from television, radio, and local newspapers and draws hundreds of participants.

Even as the amount of trash pulled from the river has decreased over the years, public interest in the cleanups has continued to increase. As a result, MS4s have begun looking at new ways to engage volunteers at new events that are shorter in length or offered at alternate times throughout the year. To this end – and demonstrating the synergies possible between the Alliance's current programs and projects – the Alliance is able to offer complementary programming opportunities and materials funded through additional partnerships. In particular, the development of a program called, "SWAT" (StormWater Action Teams), has arisen. This program focuses on cleaning up storm drains with teams of individuals marking drains and distributing door hangers that suggest participation in the *Clear Choices* Adopt-A-Storm-Drain program.

#### White River Festival, September 14-29

The eighth year of the Festival featured 14 partner events on the Festival calendar. Events were diverse in nature and targeted diverse audiences. They leveraged the successes of established events (20+ year old river cleanups) and reputable programs such as those associated with the Indiana Department of Natural Resources. The mission of the Festival is to provide a coordinated effort in a concentrated time frame during which all education partners in the region can turn their messages and activities toward the river and water quality.

A diverse and expanding group of partners comprises the festival partner network and annually guides the evolution of the festival. These partners are also the main delivery mechanism of festival messaging and programs. Partners include conservation groups (Indiana Wildlife Federation, Hoosier Environmental Council), arts and cultural organizations (Big Car, The DaVinci Pursuit), museums and zoos (The Children's

Museum of Indianapolis, White River State Park, Indianapolis Zoo, Conner Prairie), and several businesses, universities, and government entities, including many participating MS4s. Partnering with major institutions' events helps the Festival gain visibility and credibility.

The following events appeared on the 2019 Festival calendar:

- White River Animals at the Indianapolis Zoo / Indianapolis
- Give Adventure Community Festival / Indianapolis
- Pond Edge Enhancement Workshop / Indianapolis
- Fishers and Carmel White River Cleanup / Carmel
- Noblesville White River Cleanup / Noblesville
- White River Watchers Annual River Cleanup / Anderson
- Muncie / Delaware County White River Cleanup / Muncie
- Indiana Wildlife Federation Monarch Tagging / Indianapolis
- Pogue's Run Citizen Science Outing / Indianapolis
- City of Fishers Geist Reservoir Corporate Cleanup / Fishers
- Shoreline Fishing Trip Down the White River / Multiple Locations
- Shoreline Fishing Trip Down the White River – Northern Stretch / Multiple Locations
- Gospel and Bluegrass on the River / Indianapolis
- Hiking Down by the Riverside / Indianapolis
- Fishing Triathlon / Indianapolis
- Ride for the Mounds (Greenway) / Daleville
- Weed Wrangle Indiana @ Municipal Gardens / Indianapolis
- Walk with a Naturalist at the Old Town Waverly Festival / Martinsville
- 9<sup>th</sup> Annual White River Celebration and Stewardship Fundraiser – Dragon Boat Races / Indianapolis

#### White River Celebration and Stewardship Awards Fundraiser

The annual capstone event for the White River Festival featured dragons invading the White River in 2019 – dragon boat races that is. Dragon boat races on the White River were chosen as this year's fundraiser to raise awareness of the importance of the White River that many don't even realize is in their backyard.

Participants registered as teams of 21 and competed against other teams in one of two divisions: Community or Breast Cancer Survivors. A total of 25 teams paddled their 46-foot dragon style vessel up the White River in an intense, adrenaline pumping race lasting less than 1 minute 30 seconds. Awards were presented to the top 3 teams in each division.

Stewardship awards were also presented during the day, recognizing those that are implementing projects or providing leadership to ensure a healthy, sustainable environment in central Indiana.



### StormWater Action Teams

The Alliance organized two SWAT events in November 2019. Four companies and two individuals signed up for the first event, and four companies signed up for the second event. While the first event was a success with more than 100 drains cleaned and marked with temporary, highly-visible garden flags and educational neighborhood door-hangers distributed, the second event was cancelled due to bad weather. Several organizations new to the Alliance were involved and expressed interest in future events.

### Other Community Events

#### *Conner Prairie's Enter the Environment event, June 8*

City of Fisher MS4 staff facilitated attendee interaction with the storm drain model and receive packets with Clear Choices youth materials. Approximately 300 people were engaged in the activities and received materials.

#### *Indiana State Museum Urban Ecology Summer Camp, June 17-21*

*Clear Choices* staff collaborated with the Indiana State Museum summer camp director to identify topics and activities for the Urban Ecology Summer Camp. Additionally, staff led several of the activities related to pollinators and stormwater. *Clear Choices* also provided seed packs, bookmarks, and education materials to the 13 campers, as well as to 21 campers in Little Robins, the ecology camp for younger campers.

#### *White River Alliance Annual Meeting, July 14*

This year's meeting was held at the White River Yacht Club on July 14, coinciding with the SoFly podcasting team's visit to create a film about the White River fish kill. The event included a panel discussion with SoFly and local fishing guides as well as an update on the White River Vision Plan from Brad Beaubien with the Indianapolis Department of Metropolitan Development. Approximately 30 people attended.

#### *Indiana Association of Soil and Water Conservation Districts (IASWCD)*

Staff maintained a *Clear Choices* booth at this annual conference held at the Indianapolis Marriott Downtown on Jan. 14-15.

### Civic Leadership Participation

In order to ensure stormwater messages, priorities, and strategies are included in local and statewide programs and policies, Alliance staff and Education Committee members participate in a variety of workgroups and steering committees. These efforts provide technical content, context, and guidance to relevant initiatives and local leaders, as well as grow the capacity of neighborhood groups.

#### *Indiana State Legislative Stormwater Task Force*

Staff attended all three day-long meetings in September and October, and submitted formal comments about critical issues. The Task Force issued its final report at the beginning of October, and its recommendations are advancing within the Legislature.

#### *IDEM Rule 5 and Rule 13 New Permit Advisory Committee*

Staff participated in six (6) Advisory Committee meetings aimed at finalizing the new NPDES general permit for sediment and erosion control (Rule 5), as well as for the new general permit regulating MS4 activities and programs (Rule 13). Both draft rules will advance for public comment and approval in 2020. Staff meet with local MS4s (Education Committee members) prior to meetings to seek input and ensure regional and local concerns and needs were carried back to the IDEM.

#### *Indiana MS4 Partnership Board*

Staff participated in two MS4 Partnership Board meetings and assisted with planning of the 2019 MS4 annual meeting agenda and content. Staff and Education Committee members delivered two training sessions at the conference showcasing the Committee's public education programs and strategies.

#### *White River Vision Plan*

Staff and committee members continued to stay involved with efforts to advance the White River Vision Plan toward an implementation phase. This project has joined the Nina Mason Pulliam Charitable Trust Partners for the White River and will work alongside the Partners to move river-related issues forward. Alliance staff served on the Vision Plan Steering Committee through June 2019 participating in four (4) meetings, while committee members served on stakeholder committees participating in three (3) meetings. In late December, Alliance staff then joined a new planning group aimed at creating the first River District in Hamilton County. This River District planning meeting was the first of three meetings designed to identify and advance specific opportunities in one of the Vision Plan's anchor areas (the area from 146<sup>th</sup> Street to 116<sup>th</sup> Street). The Alliance continues to collaborate with key Vision Plan partners to ensure water quality concerns, stormwater management strategies, and ongoing public education efforts such as *Clear Choices* are tightly integrated into Vision Plan investments and programming.

#### *Alliance Assistance to Local Groups*

As part of its work in the watershed, the Alliance is committed to developing capacity in smaller watershed groups such as the Geist/Fall Creek Watershed Alliance, Morse Waterways Association, and Eagle Creek Watershed Alliance. As part of this partnership, the Alliance offers presentations, educational materials, grant-writing advice, and other services to these local groups upon request. In 2019, that assistance included presentations and guidance for the Geist Watershed Alliance as they prepared to address pollution sources in their subwatershed, as well as assistance to the Morse Waterways Association (MWA). Support to MWA included a presentation about the Indiana Water Summit, in addition to the distribution of outreach materials at their semi-annual meetings and assistance with the exploration of NRCS Regional Conservation Partnership Program (RCPP) funding for the Cicero Creek watershed. The Alliance also provided support for the Marion County SWCD's grant application requesting funds to update the Lower Fall Creek Watershed Plan to current standards.

#### *Reconnecting to our Waterways (ROW)*

Jill Hoffmann (Alliance Executive Director) continued to serve as co-chair of the ROW Steering Committee. Other Alliance staff serve on the topical committees, as well. The Alliance has continued to use ROW as

an additional means for supporting *Clear Choices* outreach efforts, building community partnerships, and participating at several ROW events in order to raise awareness of water and watershed issues.

## **5.0 FUTURE PLANS**

### *Clear Choices Clean Water Program*

Several advancements are on the horizon for *Clear Choices* in 2020. To mark the 10<sup>th</sup> anniversary of the program, the *Clear Choices* Board of Directors, staff, and outside consultants participated in strategic planning across two days in October. The group identified the following priorities for 2020: simplifying the pledge process, redesigning the home page, conducting a focus group to understand audience behavior, increasing marketing at the national level, increasing routine touchpoints with our partners and affiliates, and improving our digital presence via a social media audit.

### Trained Individual Advancements

The next workshop (being planned for February 27, 2020), will continue to offer certification opportunities for contractors via a 60-question test covering the course's content. The Alliance will continue to maintain a database of all certified contractors that can be accessed by participating MS4s. This allows municipalities and counties to ensure there is a Trained Individual on staff at local construction projects. The Advanced Track training will continue to include several hands-on product demonstration stations.

### Landscapers and HOA Outreach & Training

The Alliance and Education Committee are working to identify new opportunities for reaching the HOA/HOA management audiences. This includes efforts to have a presence (booth, presentation) at the annual Indiana Chapter Community Associations Institute conference. Discussions also include interest in expanding the program to include more content relevant to landscape contractors.

### Indiana Water Summit

The 2019 Water Summit developed a Water Roadmap which outlines key actions across all water sectors and users. This Roadmap will guide future Summit agendas as well as topical forums or roundtable discussions between annual Summits. Two such forums are tentatively planned for early summer 2020, and the Water Summit is planned for August 2020. The goals of the Summit are to increase cooperation across water users' groups and lay a strong regional foundation for regional and state-wide water planning.

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## Report

### **1.0 PROGRAM AND ORGANIZATIONAL STRUCTURE**

#### White River Alliance Board

The White River Alliance (Alliance) is governed by a 15-member Board of Directors made up of representative leaders from a diverse assemblage of stakeholder groups. 2020 Board members consisted of municipal and county officials, including representatives from Hamilton County, Marion County, Zionsville, Indianapolis, and Carmel. Industry leaders, such as Eli Lilly, the Indiana Corn and Soybean Alliance, and staff from local engineering firms, environmental service contractors, and White River State Park also help guide the organization's direction. Significant program crossover and enhancement is also achieved through Board participation from IUPUI and two respected environmental law firms. These partners help provide research coordination, policy direction, and program-related legal guidance. Two of the Board members also serve on the Education Committee, thus strengthening the Board's ties to committee activities. Likewise, two Alliance Board members also serve on the *Clear Choices Clean Water* Board. Overall, the Board is responsible for policy decisions, funding, leveraging new funds and members, and ensuring the organization realizes its vision through the strict implementation of its Strategic Plan.

**The Alliance Board met ten (9) times in 2020 with an additional 5 (5) Board sub-committee meetings.**

#### Regional MS4 Education/Involvement Committee (Education Committee)

The Alliance coordinates an education committee that typically meets monthly or more frequently if needed. This group has historically been comprised of the participating Municipal Separate Storm Sewer System (MS4s) permitted entities; however, other stakeholder groups, such as parks departments and soil and water conservation districts, also regularly participate in these meetings (2020 MS4 members are listed below). The current Chairperson for the Education Committee is Jason Armour from the City of Fishers. The Education Committee focuses on the following:

- Developing a regional education program and messages
- Developing educational resources and programs/workshops
- Maintenance of educational elements of the Alliance's website
- Grant submittals and funding for projects
- Expansion of the Regional MS4 Education/Involvement program through community partnerships

## 2.0 PROGRAM IMPLEMENTATION

Implementation of programs and direct marketing of programs and messages to targeted audiences comes from a well-established partnership with nine active MS4 partners and several other institutional organizations.

Participating MS4s:

- City of Carmel
- Town of Cicero
- City of Fishers
- Hamilton County
- Town of McCordsville
- City of Noblesville
- Town of Pendleton
- City of Westfield
- Town of Zionsville
- City of Lawrence
- Town of Speedway

Decisions and direction for the committee's activities come from both group consensus and the leadership of the Alliance (its Executive Director, the Education Committee Chairperson, and the Board). Direct outreach to complementary organizations and coordination with their activities are ongoing through the Alliance's Executive Director and other contracted staff.

In 2020, the Education Committee met nine (9) times to conduct regular business, four (4) times to edit materials and plan for the Trained Individual and Stormwater Landscape Maintenance programs, and three (3) times to edit materials for the HOA Stormwater Landscape workshop. The committee's work plan focused on delivering these programs, participating in community events, and advancing the *Clear Choices Clean Water Program (Clear Choices)* by developing new partnerships and distributing materials at local venues. Due to the COVID-19 pandemic, community and volunteer events were sharply curtailed. The committee was able to deliver a modified river clean-up event in August.

The annual work plan was funded directly by the above participating MS4s in order to fulfill permit requirements for Minimum Control Measures (MCMs) 1 & 2 as well as training elements associated with MCMs 4 & 5. Cooperatively, the participating MS4s contributed \$54,000 to the 2020 program and leveraged another \$435,000 in related programming from Alliance grants and program service revenue.

Outcomes from the work plan, as well as directly complementary public education and involvement efforts, are detailed in various sections of this report.

### 3.0 MCM 1 – PUBLIC EDUCATION AND OUTREACH

#### 3.1 *Clear Choices Clean Water Program*

The heart of the Alliance's public education and involvement program is the *Clear Choices Clean Water Program*, which continued to grow and expand with the launch of new sponsors as well as a major overhaul and upgrade of the program's website.

##### Program Overview and Background

*Clear Choices* is a program that seeks to increase awareness about the daily choices citizens can make to improve the water quality and conservation of water supplies. Focused on individual action and social change, the program employs an online pledge system, interactive website at [www.indiana.clearchoicescleanwater.org](http://www.indiana.clearchoicescleanwater.org), and various materials and media to communicate program messages (themed postcards and banner displays, radio promotions, TV commercials, billboards, materials for youth, and social media outreach). Significant thought and application of social marketing principles have gone into the development of the *Clear Choices* program over the years since its inception in 2009.

Ten (10) campaigns comprise the current suite of clean water action pledges. The action pledges focus on specific water quality-friendly actions such as: using phosphorus-free and/or less fertilizer, landscaping with native plants, properly disposing of pet waste, properly maintaining septic systems, conserving water use, volunteering in community efforts, caring for soil health, not feeding waterfowl, stewarding trees, and a kid-focused pledge on making smart water choices.

In 2020, the 10 year-old *Clear Choices* website underwent a significant overhaul, resulting in a re-envisioned product that officially launched in January of 2021. Months of planning and evaluation involving contracted staff, the *Clear Choices* board, this Education Committee, as well as a focus group helped develop a modernized and refined home for the program. The overhaul included numerous rewrites, the deployment of new social marketing strategies, new photography, and greater organization of materials. Two new elements include an online store to purchase *Clear Choices* materials and a Local Campaign feature which allows individuals to organize a private event linked to a *Clear Choices* pledge.

*Clear Choices* has developed a reputation as a fun, engaging, easy, impactful outreach program. The program inspires action-based behavior-change pledges that help prevent large amounts of pollution from reaching local waterways. Numerous metrics have been built into the program and are evaluated every year in effort to make the program as responsive as possible.

##### 2020 Pledge Statistics

In 2020, the *Clear Choices* Indiana campaign drew in 305 pledges across the ten topical campaigns, resulting in the following pollution reduction statistics:

- 24 lawn fertilizer pledges = 2607 lbs. of nitrogen averted from entering local waters and 93,600 lbs. of algae prevented
- 34 pet poo pledges = 145,566 billion fecal bacteria prevented from entering local waters
- 69 native plant and pollinator pledges = 62,077 tons of sediment/yr, 105 lbs. of phosphorus, 715 lbs. of nitrogen, and 52,168 lbs. of algae kept out of local waters
- 6 septic system pledges = up to 459,900 gallons of untreated wastewater prevented from entering local waters
- 111 water conservation pledges = conserving up to 12,581,075 gallons of water
- 17 volunteer service pledges

- 10 soil health pledges = 4,073 tons of sediment/yr, 4,925 lbs. of phosphorus, 9,854 lbs. of nitrogen, and 1,321,056 lbs. of algae kept out of local waters
- 6 waterfowl pledges = 2 lbs. of phosphorus and 972 lbs. of algae kept out of local waters
- 18 tree stewardship pledges = 404,313 gallons of water intercepted/yr, 347,862 lbs. CO<sub>2</sub> reduced/yr, 17,310 lbs. air pollution (dust, ash, smoke, etc.)/yr
- 14 super kid pledges = conserving up to 23,317,113 gallons of water conserved, 25,686 billion bacteria prevented from entering local waters

The load reductions for several of the pledge campaigns were calculated using the EPA Region 5 Load Reduction Model (an Excel workbook that provides a gross estimate of sediment and nutrient load reductions from the implementation of agricultural and urban BMPs, available at [http://it.tetratetech.com/steplweb/models\\$docs.htm](http://it.tetratetech.com/steplweb/models$docs.htm)). In some cases, certain assumptions had to be made in order to calculate a load reduction (these assumptions are listed on the website pledge pages). Without these quantifiable assumptions, load reduction calculations would be impossible. Load reduction calculations play an important role in not only measuring outreach impact but also provide direct encouragement and accomplishment to participants, national Affiliate organizations, and other key partners.

#### 2020 Clear Choices Clean Water Website Statistics

Not every visitor to the *Clear Choices* website takes an action pledge. Many visitors are there simply to learn more about the topics or get technical assistance and/or resources to share.

2020 statistics for the website include:

- 66,650 total pageviews from 35,316 users from January 1, 2020 through December 31, 2020.
- The website is viewed primarily by mobile use with desktop interaction not far behind.
- Most visitors are coming to the page by what Google Analytics defines as “Other”. This means that the source is not recognized in Google’s default system rules.
- The most visited pages of the website are:
  - Native Plants & Pollinators page
  - Volunteer Service page
  - Tree Stewardship page
  - Lawn Fertilizer – Fertilizer Impacts page

In 2016, the *Clear Choices* program expanded to include national *Clear Choices* Affiliates in a few locations across the country, namely the Delaware River basin in New York and Pennsylvania, the greater Toledo Ohio region on the shores of Lake Erie, the multi-state Chesapeake Bay watershed, and most recently in 2020, Cape Girardeau, MO on the Mississippi. This national program growth is responsible for notable pollution reductions in some of our nation’s most treasured and critical waters. It has also proven to be a great mechanism for learning from other water quality leaders, gaining exposure among funders, and bringing critical revenue back to the Indiana program. This added revenue has allowed for the development of new materials and new partnerships.

Since the *Clear Choices* program launched its first national affiliate in 2016, the program is now reaching people through a variety of different, but related, websites: 1. The national program’s informational homepage [www.clearchoicescleanwater.org](http://www.clearchoicescleanwater.org), 2. *Indiana Clear Choices* interactive pledge-focused program [www.indiana.clearchoicescleanwater.org](http://www.indiana.clearchoicescleanwater.org), and 3. Several national affiliate pages including: [www.mydelawareriver.clearchoicescleanwater.org](http://www.mydelawareriver.clearchoicescleanwater.org), <http://toledolakeerie.clearchoicescleanwater.org>, <http://mychesapeake.clearchoicescleanwater.org>, <http://capegirardeau.clearchoicescleanwater.org>.

People are finding their way to the correct site for their location based on local or national marketing efforts.

### 3.2 White River Alliance Website Content

In addition to the *Clear Choices* websites, the Alliance maintains its own website, [www.thewhiteriveralliance.org](http://www.thewhiteriveralliance.org), that serves as an educational outlet and resource center. Public education and program participation are the focus of the Alliance's website. The site also features live conditions of the White River for site throughout the watershed. These conditions help educate people about water quality threats and flow risks associated with the river in real time. The website also features several watershed studies, fun facts about the watershed, relevant news stories, and a list of upcoming events.

2020 website statistics for [www.thewhiteriveralliance.org](http://www.thewhiteriveralliance.org) include:

- 31,276 total pageviews from 12,515 users from January 1, 2020 through December 31, 2020.
- Most interaction with the website is occurring primarily by desktop devices, followed closely by mobile.
- People are visiting the website primarily by direct and organic searches, and least by social media and email
- The most visited pages of the website are:
  - About the River – Live Conditions
  - Home Page
  - Programs – White River Paddle Days
  - Programs – White River Summit

### 3.3 Social Media and E-news

#### Alliance Social Media

The White River Alliance and Festival Facebook page has 1,235 likes and 1,252 followers. The site can be viewed by visiting <https://www.facebook.com/WhiteRiverAlliance>.

- Nearly 10,042 people were reached through posts on the Facebook page from January 1, 2020 to December 31, 2020. Reach includes the number of people who were served any activity from the Page including posts, posts to the Page by other people, Page like ads, mentions and check-ins.

Tweets were made to the Alliance's Twitter page approximately once per week, including retweeting Tweets by other organizations. The Twitter page currently has 852 followers (195 more than last year) and can be viewed by visiting <https://twitter.com/whiteriveralli>. Obtaining analytics about a Twitter account requires paying for a Twitter Business account. At this point in time, the Alliance account is a basic account, so no measure of the impacts or reach of the Tweets is available. What began as a following composed mainly of Alliance members and partners has expanded to groups and individuals who had never heard of the Alliance or engaged with it in the past, including many from outside of Indiana.

The Alliance continues to maintain a LinkedIn page, although, it is not widely used. The LinkedIn page can be viewed by visiting <https://www.linkedin.com/company/white-river-alliance>. As was the case in 2016, obtaining analytics about a LinkedIn account requires paying for an upgraded account. We continue to maintain a basic account, so no measure of the impacts or reach of our connections or posts is available.

### Clear Choices Social Media

The *Clear Choices* Facebook page was maintained and posts were made approximately twice per week. The Facebook page has 605 likes and 757 followers. The site can be viewed by visiting <https://www.facebook.com/clearchoicescleanwater>.

- Approximately 31,454 people were reached through posts on the Facebook page from January 1, 2020 to December 31, 2020. Reach includes the number of people who were served any activity from the Page including posts, posts to the Page by other people, Page like ads, mentions and check-ins.

After consulting with marketing professionals, it was decided to close the *Clear Choices* Twitter account this year due to a lack of staff time to engage on the platform in a productive way.

However, the Clear Choices Instagram page returned in 2019 following a long hiatus due to technical issues. <https://www.instagram.com/clearchoicescleanwater/>. The account currently has 207 followers.

### E-Newsletter Coverage

The Alliance actively distributes its own e-newsletter, *Watershed Currents*. It is distributed monthly or more frequently with special events or announcements. *Watershed Currents*, as well as partners' newsletters, posted articles or direct promotions related to the *Clear Choices Clean Water* program or other water education topics. Some e-news statistics include:

- White River Alliance *Watershed Currents* – 13 issues, distribution to approximately 2,234 people each edition
- *Clear Choices Clean Water* – 8 issues, distribution to approximately 2,867 people each addition

### **3.4 Public Presentations**

The Alliance staff frequently deliver technical presentations about regional water quality and watershed planning strategies at statewide or national events. Presentations typically cover results from ongoing studies, scientific information about water quality, water quantity solutions, and/or social marketing strategies related to *Clear Choices*. Every presentation focuses on the key messages and resources that have been developed by the Alliance's Education and Technical Committees. Several presentations are entitled "Central Indiana's State of the Waters". These presentations are targeted to everyone from public officials to business leaders to community service organizations. COVID-19 restrictions prevented staff from delivering our typical number of presentations in 2020. However, a few presentations were given in early 2020 and in outdoor venues when possible. These include:

- Indiana American Water Works Association Conference (drinking water utility operators)
- Geist Fall Creek Watershed Alliance
- Indiana University McKinney School of Law Environmental Symposium
- Zionsville Lions Club

### **3.5 Mass Media Coverage**

A variety of Alliance events and key educational water quality messages were pitched to news print, TV, and radio media outlets. Published placements appeared in the following outlets: Indianapolis Star, WISH TV, WIBC FM, Noblesville Times, Herald Bulletin, Daily Reporter, Farm World, Indianapolis Monthly, Indianapolis Recorder, WFYI, WBIW, WTHR, WJK, Indy Style, The Current, Fox59, Visit Indy, Indiana Business Journal, Lakeshore Public Radio, Great Lakes Now, and KPC News.

- Forty-one (41) published placements occurred totaling nearly 4 million total impressions.

#### **4.0 MCM 2 – PUBLIC INVOLVEMENT**

##### **4.1 Training Programs**

###### Trained Individual

The Alliance offers a few very specific training programs to key stormwater audiences, namely building contractors and developers and, more recently, homeowners association leadership representatives and landscape contractors and managers. In late 2012, the committee began charting the course for the development of a ‘Trained Individual’ certification program, a new initiative targeting earthwork contractors and construction site project managers responsible for the installation, maintenance, and management of Rule 5 permitted construction projects in Indiana. This certification and associated training workshop helps satisfy MS4 permit requirements tied to MCM 4 and fill a void in current training opportunities in the region. Whereas inspectors are often the target audience for current national or regional training opportunities, the Trained Individual program is designed specifically for contractors (those installing and maintaining sediment and erosion control practices).

The ‘Trained Individual’ certification program continues to evolve since its beginnings in late 2012. In 2015, the option for participants to take a certification test at the end of the workshop was offered. By passing the test, participants demonstrate that they understand Indiana’s rules and regulations related to Rule 5, as well as the mechanics and maintenance needs of various practices, and therefore become certified as Trained Individuals for a period of two years. The test is comprised of questions from both materials presented during the workshop and the program manual. The 2017 workshop saw the addition of the Advanced Track training session. The Advanced Track is designed as a continuing education/advanced training that covers a variety of topics developed each year and is directed at those previously certified.

The 2020 workshop saw 199 in attendance with 123 of those participating in the Basic Track and 76 participating in the Advanced Track. Of those participating in the Basic Track, 120 participated in the testing portion. All participants received the updated version of the 2019 Contractor’s Manual for Rule 5 Trained Individuals (version 3.0), which contains comprehensive fact sheets for 21 of the most common construction site BMPs, as well as other updates and regulatory information that make the manual a more useful reference tool to bring back to the office or job site.

The training program is evaluated after the completion of each workshop. The committee reviews and incorporates attendee comments and continues to develop testing protocols and recertification requirements, updates the manual, and develop other program details that continue to improve and grow the program. However, due to the ongoing pandemic, the 2021 Trained Individual program will be limited to an online, recertification-only program with a focus on changes to the Rule 5 permit.



#### Stormwater Landscape Maintenance Training Program

The Stormwater Landscape Maintenance Training Program focuses on bringing homeowners associations (HOAs) and their landscape managers up to speed on maintenance requirements related to green infrastructure features on their property. This training workshop helps satisfy MS4 permit requirements tied to MCM 5. The 2020 program was cancelled due to COVID-19 restrictions. However, plans are underway to develop the program into an online course that will be available year-round to anyone. The course will include presentations, quizzes, and bonus materials such as a native plant species discussion, design tips, and maintenance standards.

#### **4.2 Public Involvement Events**

##### Indiana Water Summit

The Alliance hosted the 3<sup>rd</sup> Annual Indiana Water Summit on August 12 and 13. The two-day event was an apolitical forum that brought together experts across sectors, users, government levels and boundaries, and disciplines. This year, due to COVID-19, the event shifted to an online platform but still attracted nearly 150 attendees. The first day of the summit focused on an advanced regional forum, the first of its kind in Indiana, in partnership with the Indiana Finance Authority, who is currently working on a study of Central Indiana water system demands and capacity.

Day Two included presentations and panels on water pollutants (Conservation Law Center and State agencies), water trends in the food and beverage industry (Coca-Cola), source water protection in agricultural areas (NRCS and Indiana American Water), water management policy and practices (local and national leaders), and an attendee-wide effort to craft the future of the Indiana Water Summit.

##### White River Cleanup

Historically one of the highest profile river-related events in Central Indiana has been and continues to be the annual White River Cleanup. In recent years, it has been linked to the kick-off of the White River

Festival. Community volunteers not only remove trash from the White River, the event is also used as an opportunity to educate the public on ways in which they can make a difference in their community and impact water quality.

Due to the ongoing pandemic, this large-scale volunteer event was cancelled in 2020. A truncated version of the cleanup was rolled into a new event series, Free Paddle Fridays detailed below. Seventy-three (73) people participated in this adapted cleanup, picking up trash as they paddled the White River.

Even as the amount of trash pulled from the river has decreased over the years, public interest in the cleanups has continued to increase. As a result, MS4s have begun looking at new ways to engage volunteers at new events that are shorter in length or offered at alternate times throughout the year. To this end – and demonstrating the synergies possible between the Alliance’s current programs and projects – the Alliance is able to offer complementary programming opportunities and materials funded through additional partnerships. In particular, the development of a program called, “SWAT” (StormWater Action Teams), has arisen. This program focuses on cleaning up storm drains with teams of individuals marking drains and distributing door hangers that suggest participation in the *Clear Choices* Adopt-A-Storm-Drain program.

#### Free Paddle Fridays

In order to provide river-focused programming in the midst of the pandemic, the Alliance worked with the White River Canoe Company to provide six free paddling days for anyone who registered. Over six weeks in July and August, 247 people enjoyed the mental relief that floating provides. The August 7 and August 21 floats were promoted as opportunities to participate in an adapted version of the annual White River Cleanup. The events attracted twenty-five (25) and forty-eight (48) participants respectively, while the July 17 event coincided with the White River Alliance Annual Meeting which attracted forty-seven (47) participants and hosted a guest speaker from IDEM. WISH TV was on hand to cover the event and discuss river issues. The remaining three floats were unprogrammed; however, *Clear Choices* materials were made available to participants.

#### White River Festival and Watershed Stewardship Awards

For the past two years, the annual capstone event for the White River Festival featured dragon boat races on the White River in downtown Indianapolis. This event also included the Watershed Stewardship Awards recognition program. As with so many events in 2020, the White River Festival, including this event was, not held due to the COVID-19 pandemic.

#### Civic Leadership Participation

In order to ensure stormwater messages, priorities, and strategies are included in local and statewide programs and policies, Alliance staff and Education Committee members participate in a variety of workgroups and steering committees. These efforts provide technical content, context, and guidance to relevant initiatives and local leaders, as well as grow the capacity Alliance members and program partners.

#### *IDEM Rule 5 and Rule 13 New Permit Advisory Committee*

Staff continued to participated in Advisory Committee meetings and communication aimed at finalizing the new NPDES general permit for sediment and erosion control (Rule 5), as well as for the new general permit regulating MS4 activities and programs (Rule 13). Staff continued to share Committee developments with MS4s and provide input to the IDEM.

#### *White River Vision Plan & River District Planning*

Staff and committee members continued to stay involved with efforts to advance the White River Vision Plan toward an implementation phase. Alliance staff served on the Vision Plan's new branding committee as well as the new River District planning committee in Hamilton County. This River District planning meetings are designed to advance specific opportunities in one of the Vision Plan's anchor areas (the area from 146<sup>th</sup> Street to 116<sup>th</sup> Street). The Alliance continues to collaborate with key Vision Plan partners to ensure water quality concerns, stormwater management strategies, and ongoing public education efforts such as *Clear Choices* are tightly integrated into Vision Plan investments and programming.

#### *Indiana Association of Soil and Water Conservation Districts (IASWCD)*

Staff maintained a *Clear Choices* booth at this annual conference held at the Indianapolis Marriott Downtown on Jan. 13-14.

#### *Indiana Water Monitoring Council*

Jill Hoffmann (Alliance Executive Director) continued to serve on Board of the Indiana Water Monitoring Council. The Alliance helped host a multi-stakeholder, multi-agency symposium aimed at breaking down data silos and improving water sampling coordination and research. One hundred and five (105) people participated in the virtual symposium in December. The symposium's objectives built off of last year's pre-Water Summit forums.

#### *Reconnecting to our Waterways (ROW)*

Jill Hoffmann (Alliance Executive Director) continued to serve on the ROW Steering Committee. Other Alliance staff serve on the topical committees, as well. The Alliance has continued to use ROW as an additional means for supporting *Clear Choices* outreach efforts, building community partnerships, and participating at several ROW events in order to raise awareness of water and watershed issues.

## **5.0 FUTURE PLANS**

### *Clear Choices Clean Water Program*

Several advancements are on the horizon for *Clear Choices* in 2021. As part of the new round of Nina Mason Pulliam Charitable Trust funding, two new campaigns will be added to the *Clear Choices* suite: Litter and Climate Change. Refinements of the new website will continue, and the new Local Campaigns feature will see priority promotion. The attraction of new national affiliates will also see continued efforts.

### *Trained Individual Advancements*

Due to COVID-19-related restriction, the next workshop (being planned for spring 2021), will be virtual and reduced in scope. It will focus on changes to Rule 5 as well as provide guidance and reminders about common violations. This half-day program will offer a one-year recertification opportunity for those who are eligible for renewal. The Alliance will continue to maintain a database of all certified contractors that can be accessed by participating MS4s. This allows municipalities and counties to ensure there is a Trained Individual on staff at local construction projects. The Alliance and MS4 partners will work to create an online course that mirrors the in-person event, offers the same level of certification, and will be available year-round. The goal is to have this program ready for the 2022 session.

#### Landscapers and HOA Outreach & Training

As mentioned above, the Alliance and MS4 partners are also presently working to create an online course for this workshop that mirrors the in-person event. The course will be available via the White River Alliance website for a small fee and include enhanced content such as video descriptions of green infrastructure practices and their common maintenance requirements.

#### Indiana Water Summit

The format of the 2021 Water Summit is uncertain; however, the agenda will continue to advance conversations and collaboration around the Indiana Water Roadmap. The goals of the Summit are to increase cooperation across water users' groups and lay a strong regional foundation for regional and state-wide water planning.



**Board of Works**

Andy Cook  
Randy Graham  
Jim Ake

**Clerk Treasurer**

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: March 24, 2021

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for 169<sup>th</sup> St Crossing Project for the amount of \$12,748.70. Quotes were submitted on January 16, 2021, and all of the paperwork is in order.

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Randy Graham

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Jim Ake

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Andy Cook

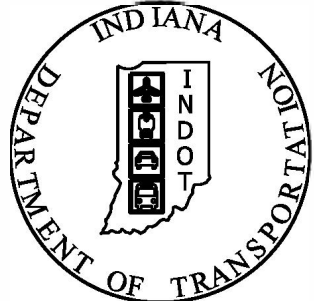
**Public Works Department**

(317) 804-3100 office  
(317) 804-3190 fax

2706 East 171st Street  
Westfield, IN 46074  
**westfield.in.gov**

|          |             |
|----------|-------------|
| PROJECT  | DESIGNATION |
| 190177   |             |
| CONTRACT |             |

# INDIANA DEPARTMENT OF TRANSPORTATION



APPROVED BY

JEREMY LOLLAR PUBLIC WORKS DIRECTOR

MICHAEL PEARCE, PE PROJECT ENGINEER & ERC

BOARD OF PUBLIC WORKS & SAFETY

ANDY COOK MAYOR

JIM AKE

RANDY GRAHAM

## ROAD PLANS

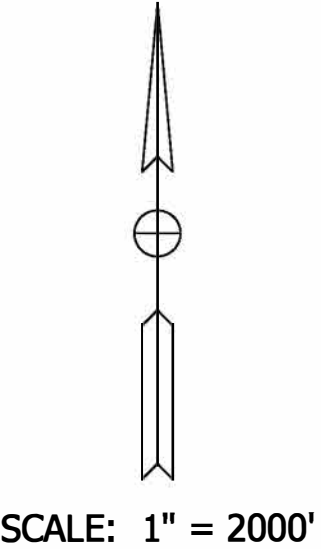
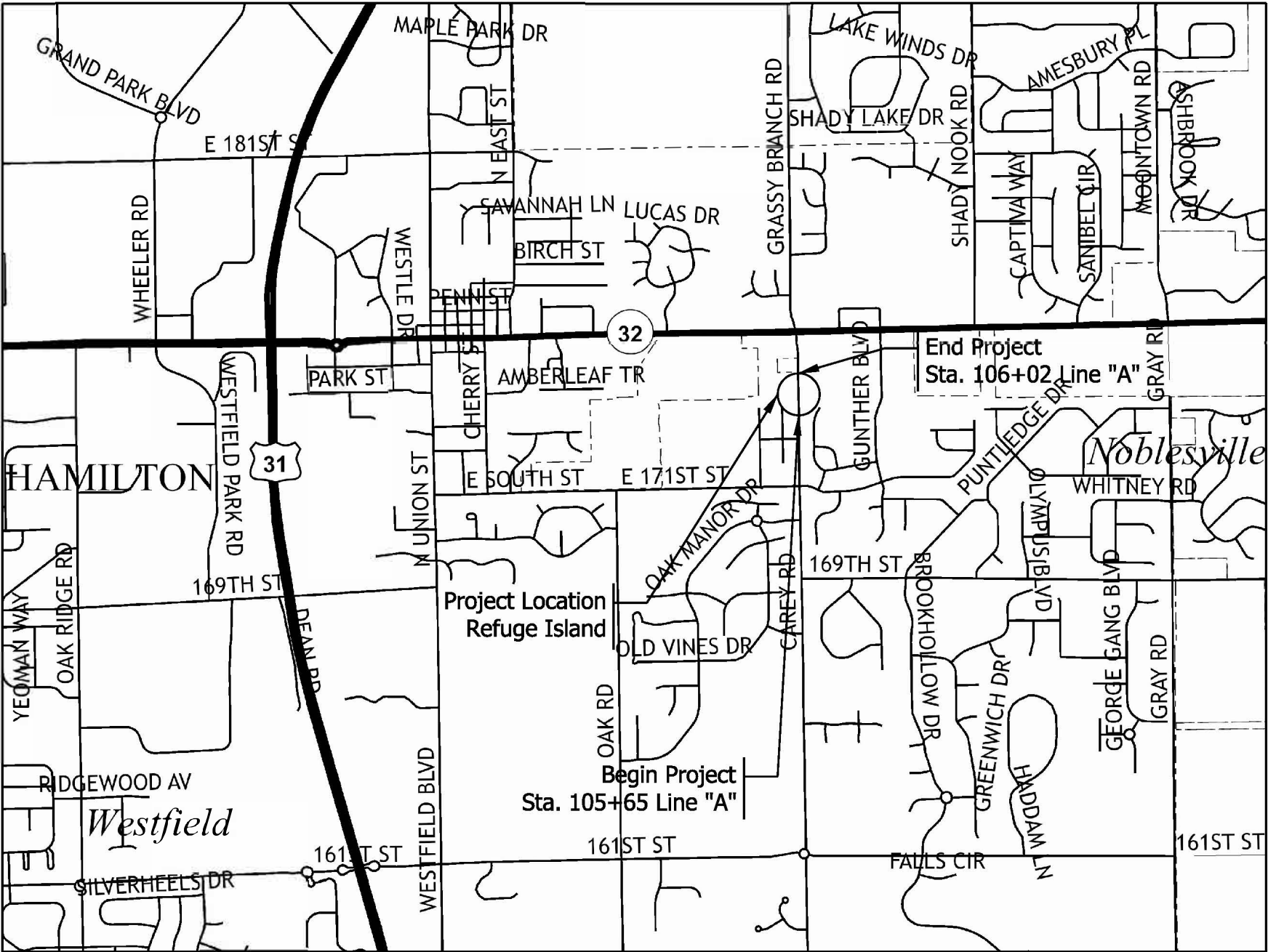
### PEDESTRIAN REFUGE ON CAREY ROAD AT MIDLAND TRAIL CROSSING

PROJECT NO. 190177

NO ADDITIONAL RIGHT OF WAY  
REQUIRED FOR THIS PROJECT

From Survey

Pedestrian Refuge  
Located 0.20 Miles South of SR32 on Carey RD  
Section 5, T-18-N, R-14-W, Washington Township, Hamilton County, Indiana

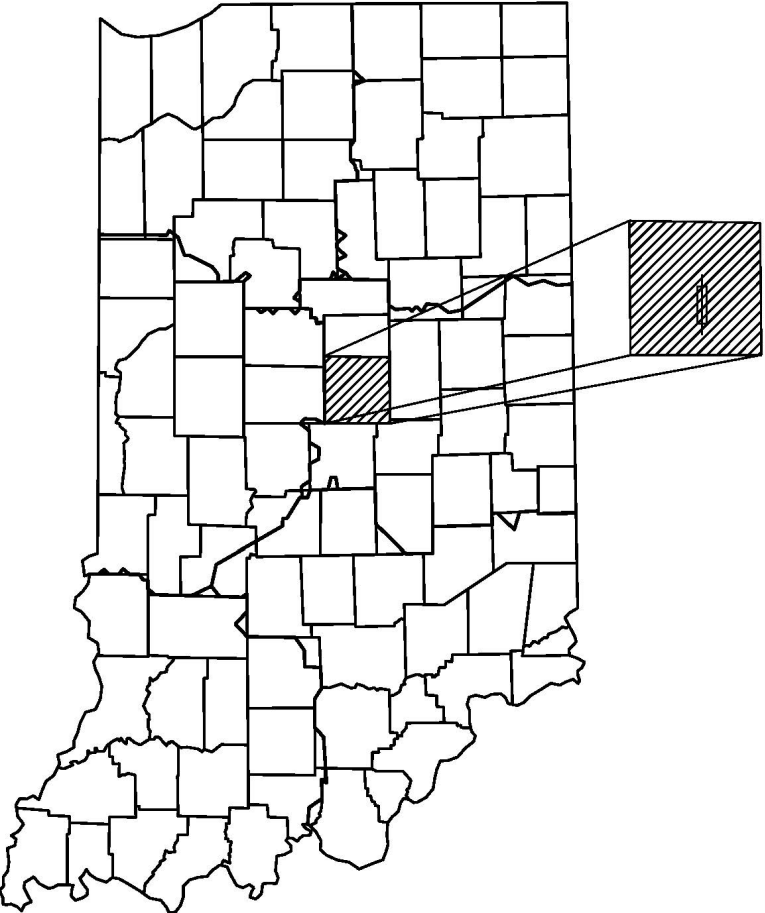


#### TRAFFIC DATA

|                          |        |       |            |
|--------------------------|--------|-------|------------|
| A.A.D.T.                 | (2020) | 9,500 | V.P.D.     |
| A.A.D.T.                 | (N/A)  | N/A   | V.P.D.     |
| D.H.V                    | (N/A)  | N/A   | V.P.H.     |
| DIRECTIONAL DISTRIBUTION |        | N/A   | %          |
| TRUCKS                   |        | N/A   | % A.A.D.T. |
|                          |        | N/A   | % D.H.V.   |

#### DESIGN DATA

|                           |                              |
|---------------------------|------------------------------|
| DESIGN SPEED              | 40 M.P.H.                    |
| PROJECT DESIGN CRITERIA   | Reconstruction (Non freeway) |
| FUNCTIONAL CLASSIFICATION | Major Collector              |
| RURAL/URBAN               | Urban                        |
| TERRAIN                   | Level                        |
| ACCESS CONTROL            | None                         |



PROJECT LOCATION SHOWN BY  
HAMILTON COUNTY

LATITUDE: 40°2'25"N LONGITUDE: 86°6'32"W

GROSS LENGTH: 38 FT  
NET LENGTH: 38 FT  
MAX. GRADE: N/A %

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2020 TO  
BE USED WITH THESE PLANS



PLANS  
PREPARED BY: JARVIS L JOINTER 317-610-1203  
PHONE NUMBER  
CERTIFIED BY: [Signature] 03/22/2021  
DATE  
APPROVED  
FOR LETTING: INDIANA DEPARTMENT OF TRANSPORTATION DATE

|             |         |
|-------------|---------|
| SURVEY BOOK | SHEETS  |
| CONTRACT    | PROJECT |
|             | 190177  |